



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, MAY 18, 2023

7:30 P.M.

MAYOR

Ronald Jubin, Ph.D.

COUNCIL

Christine B. Ead

Freddie Hayeck

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

THIS MEETING AND ALL BUSINESS SHALL BE CONDUCTED IN-PERSON, INCLUDING THE ACCEPTANCE OF PUBLIC COMMENT. No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

VIEWING INSTRUCTIONS: To listen to the meeting via phone, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To view the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087>. **Agenda items can also be requested by emailing egil@watchungnj.gov**

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

MAY 18, 2023- 7:30 P.M.

MAYOR’S STATEMENT: This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website.

SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN, SERVING HOME AND ABROAD

ROLL CALL

Ead [] Hayeck [] Dahl [] Fischer [] Marano [] Abi- Habib []

PROCLAMATION

- ❖ Asian Pacific American Heritage Month
- ❖ Building Safety Month
- ❖ National Public Works Week

PUBLIC PORTION / AGENDA ITEMS ONLY

*A public portion is held prior to Council action for comments of agenda items only. Individuals commenting are limited to **3 minutes** per person. An Attorney representing a group, will be given 5 minutes.*

UNFINISHED BUSINESS

Public Hearing and Adoption of OR 23/05

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF WATCHUNG, 2003, CHAPTER 28, LAND DEVELOPMENT, SECTION 28-401, ZONING DISTRICT REGULATIONS TO ADD A NEW SECTION TO ALLOW OUTDOOR DINING AS A PERMITTED ACCESSORY USE TO FOOD ESTABLISHMENTS THROUGHOUT THE BOROUGH

R1: Authorizing Adoption of Ordinance 23/05 Amending Chapter 28-401 Zoning District Regulations, to Allow Outdoor Dining

NEW BUSINESS

REPORTS & CORRESPONDENCE: *Matters listed within this section have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate discussion is desired, any item may be removed by Council action.*

Acknowledging Receipt of the following Borough Reports:

Animal Control Solutions Monthly Report	April 2023
Board of Adjustment Meeting Minutes	January 12, 2023

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

MAY 18, 2023- 7:30 P.M.

Construction Monthly Report	April 2023
Mayor and Council Meeting Minutes	April 20, 2023
PARSA Meeting Minutes	April 6, 2023
Police Activity Report	April 2023
Recreation Commission Meeting Minutes	March 15, 2023
Traffic and Beautification Meeting Minutes	March 6, 2023

CONSENT RESOLUTIONS

The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.

- R2: Designation of Bank Depositories: Investors Bank, Citizens Bank, and NJ ARM
- R3: Authorizing Submission of DMHAS Youth Leadership / Municipal Alliance Grant Application
- R4: Authorizing Bill List

NON-CONSENT RESOLUTIONS

- R5: Authorizing a Shared Services Investment Agreement to Participate in the New Jersey Asset & Rebate Management Program
- R6: Awarding Professional Services Contract – Potter Architects, LLC
- R7: Authorizing a Field and Facility Permit Application for the Use of the Mobus Field Pavilion to Host Reading Sessions from August 7-11
- R8: Authorizing Agreement for Lead Grant Assistance Program

PUBLIC PORTION - GENERAL DISCUSSION

Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.

- R9: Authorizing Executive Session to Discuss Contract Negotiations and Personnel Matters relating to 18 Drift Road and the Borough Clerk

The Borough Council may take official action on those items discussed in executive session upon return to open session.

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

MAY 18, 2023- 7:30 P.M.

ADJOURNMENT

The next meeting of the Mayor and Council will be Thursday, June 1, 2023 at 7:30 P.M.

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

BE IT RESOLVED that Ordinance **OR:23/05** entitled:

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF WATCHUNG, 2003, CHAPTER 28, LAND DEVELOPMENT, SECTION 28-401, ZONING DISTRICT REGULATIONS TO ADD A NEW SECTION TO ALLOW OUTDOOR DINING AS A PERMITTED ACCESSORY USE TO FOOD ESTABLISHMENTS THROUGHOUT THE BOROUGH

can now be adopted after public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough Clerk is hereby authorized to publish notice of adoption in accordance with law. This ordinance shall become effective after final passage, adoption and publication in accordance with law.

Freddie Hayeck, Council Member

Ronald Jubin, Mayor

ADOPTED: MAY 18, 2023
INDEX: CODE
C: C.TAYLOR, PLANNING/BOA,

**BOROUGH OF WATCHUNG
ORDINANCE 23/05**

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES
OF THE BOROUGH OF WATCHUNG, 2003, CHAPTER 28, LAND
DEVELOPMENT, SECTION 28-401, ZONING DISTRICT REGULATIONS
TO ADD A NEW SECTION TO ALLOW OUTDOOR DINING AS A
PERMITTED ACCESSORY USE TO FOOD ESTABLISHMENTS
THROUGHOUT THE BOROUGH**

WHEREAS, in response to the COVID-19 pandemic, the New Jersey Legislature adopted P.L. 2021, c.15, as amended by P.L. 2022, c.85, which temporary allows for the owner or operator of a restaurant, bar, distillery, or brewery to apply for a permit from the municipal zoning officer to use outdoor space, which they own or lease and which are located either on or adjacent to their business premises, as well as public sidewalks, as an extension of their business premises for the purpose of conducting sales of food and beverages, including the installation and use of tents, canopies, umbrellas, tables, chairs, and other fixtures; and

WHEREAS, the expiration date of the State's temporarily permitted uses was extended to November 30, 2024; and

WHEREAS, on June 4, 2020, the Borough Council adopted Resolution R10 establishing a Temporary Outdoor Dining Committee, along with the regulations and permit procedures for the allowance of outdoor dining in the Borough, which Resolution was thereafter extended by subsequent Resolutions adopted on July 16, 2020, October 15, 2020, November 19, 2020, March 18, 2021, and June 17, 2021; and thereafter expired as of September 24, 2021; and

WHEREAS, the Borough of Watchung wishes to expand upon the temporary authorities of P.L. 2021, c.15, as amended by P.L. 2022, c.85, and its prior Resolutions, to amend the Borough's zoning regulations to allow outdoor dining as a permitted accessory use to food establishments throughout the Borough.

**BOROUGH OF WATCHUNG
ORDINANCE 23/05**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Watchung, in the County of Somerset and State of New Jersey as follows:

Section 1. Section 28-401 entitled "General Zoning District Regulations" of Article 28-400 entitled "Zoning District Regulations" of Chapter 28 entitled "Land Development" of the Code of the Borough of Watchung is hereby supplemented and amended to establish and create new Subsection AD to be entitled "Outdoor Dining" and to read as follows:

28-401. General Zoning District Regulations

AD. Outdoor Dining

1. Purpose. The purpose of this Section is to allow for outdoor dining areas to be a permitted accessory use to all food establishments throughout the Borough.

2. Definitions. The following definitions shall apply to this Section:

"Business premises" shall mean the real property or portion of real property upon which a food establishment is being operated.

"Food establishment" shall mean the commercial business of cooking, preparing, selling and serving food and beverages for immediate consumption on the business premises, including but not limited to, restaurants and bars.

"Outdoor dining" shall mean a patio, deck, yard, or walkway, whether covered or uncovered, that is located on or adjacent to the business premises, which space is owned, leased or otherwise in the lawful control of the owner or operator of the business premises, that is being utilized in connection with a food establishment.

"Private sidewalk" shall mean a sidewalk or walkway wholly on private property which is located adjacent to the business premises.

"Public sidewalk" shall mean a sidewalk on the locally or county owned public right-of-way, which is adjacent to the business premises.

3. Permitted Accessory Use. Uses and structures associated with food establishments may be expanded to allow for outdoor dining which is on or adjacent to the business premises, subject to the regulations and conditions set forth herein.

**BOROUGH OF WATCHUNG
ORDINANCE 23/05**

- a. No outdoor cooking of any kind shall be permitted.
 - b. Outdoor dining operation shall comply with Chapter 20 entitled "Noise" of the Borough Code.
 - c. The site of outdoor dining shall not be permitted if located within one hundred (100) feet of a residential property, unless relief is granted by the appropriate land use board having shown that the outdoor dining will not constitute a nuisance or otherwise disturb the peace and quiet of the nearby residences. If an application for relief of this provision is sought from the land use board, public notice shall be required to all property owners within 200 feet of the subject property.
 - d. Outdoor dining shall not be permitted in fire lanes.
 - e. Outdoor dining shall be limited to be between the hours of 9:00 a.m. and 9:00 p.m., Sunday through Thursday, and the hours of 9:00 a.m. and 10:00 p.m. Friday and Saturday. When not in use during the permitted hours of operation all tables and chairs servicing the outdoor dining shall be secured as to not allow use by patrons or members of the public; and signage shall be provided to notify the public that the tables and chairs shall not be utilized beyond the permitted hours of operation.
 - f. All proposed tents, canopies, umbrellas, tables, chairs, and other fixtures shall be properly secured at the site.
4. Required Approvals. Any site modification required to provide for outdoor dining areas shall be subject to site plan approval from the appropriate land use board. Site plans shall include the design, dimensional boundaries of the proposed outdoor dining area, including any and all proposed tents, canopies, umbrellas, tables, chairs, barriers, and other fixtures.
 5. Use of Sidewalks. Unless otherwise permitted by State law, the use of the public sidewalk for outdoor dining shall not be permitted. Subject to land use board approval, outdoor dining may be permitted on a private sidewalk.
 6. Temporary outdoor heating sources. Temporary outdoor heating sources, such as heating lamps, electric or gas space heaters, gas fireplaces, chimineas or other like equipment, may be permitted within such outdoor dining areas subject to compliance with all applicable provisions of State laws and regulations, and Borough ordinances.
 7. Temporary Lighting. Temporary lighting may be permitted provided such lighting is limited to the outdoor dining area, with no spillage onto neighboring/adjacent properties or businesses, unless lack of such lighting would create a safety hazard, and subject to compliance with all applicable provisions of State laws and regulations, and Borough ordinances.

**BOROUGH OF WATCHUNG
ORDINANCE 23/05**

8. Alcoholic Beverages. The sale/service of alcoholic beverages in outdoor dining areas is subject to compliance with any and all applicable rules, regulations, or special rulings of the Division of Alcoholic Beverage Control.

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this Ordinance are hereby declared to be severable; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Watchung, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Watchung are hereby ratified and confirmed, except where inconsistent with the terms hereof; and

BE IT FURTHER ORDAINED that the Borough Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Somerset County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required); and

BE IT FURTHER ORDAINED that after introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Watchung for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are

**BOROUGH OF WATCHUNG
ORDINANCE 23/05**

inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate; and

BE IT FURTHER ORDAINED by the County of the Borough of Watchung that within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that this Ordinance shall take effect upon final passage and publication according to law; and approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d).

INTRODUCED BY: HAYECK
PASSED: APRIL 6, 2023
PUBLISHED: APRIL 13, 2023
ADOPTED: MAY 18, 2023
INDEX: CODE ZONING
CC:

ATTEST:

APPROVED:

Edith Gil, Borough Clerk

Ronald Jubin, Ph.D., Mayor

Public Hearing & Second Reading
DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

BE IT HEREBY RESOLVED By the Mayor and Council of the Borough of Watchung that the following be designated as depositories for the year 2023:

Investors Bank
Citizens Bank
NJ/ARM

BE IT FURTHER RESOLVED that checks issued by the Borough of Watchung be signed by three officers as noted below, except payroll checks, which only require the signature of the Chief Financial Officer or Deputy Treasurer.

One signature from Mayor
the Mayor: Finance Chairman

One signature from Chief Financial Officer
the Finance Department: Deputy Treasurer

One signature from Borough Clerk
the Borough Clerk's Office: Deputy Borough Clerk

BE IT FURTHER RESOLVED that checks issued by the Borough of Watchung Municipal Court be signed as noted below.

One signature from Court Administrator
The Municipal Court's Office:

Christine B. Ead, Council President

Ronald Jubin, Ph.D. Mayor

ADOPTED: MAY 18, 2023
INDEX: FINANCE-MISC.
C: B. HANCE

Governor's Council on Alcoholism and Drug Abuse
BOROUGH OF WATCHUNG
RESOLUTION: R3
FORM 1B – DMHAS Youth Leadership Grant

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey. In coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program.

WHEREAS, The Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Borough Council has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Somerset;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Watchung, County of Somerset, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of an application for DMHAS Grant funding for the Watchung Hills Regional Municipal Alliance for Grant Term Two (09/01/2023 – 09/30/2025) in the amount of:

DMHAS Grant Funding \$ 4,231.44

2. The Borough of Watchung Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.
3. The Borough Council accepts subsequent award of this grant.

APPROVED: _____

Ronald Jubin, Ph.D. Mayor

CERTIFICATION

I, Edith G. Gil, Municipal Clerk of the Borough of Watchung, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 18th day of May, 2023.

Edith G. Gil, Municipal Clerk

FOR COUNTY USE ONLY	
Approved:	_____ YES _____ NO
Date:	_____

FORM 1A

DMHAS YOUTH LEADERSHIP GRANT - MUNICIPAL ALLIANCES

Grant Term Two: 9/1/23 – 9/30/25

APPLICANT MUNICIPALITY/IES: Warren Township, Green Brook Township, Watchung Borough	COUNTY: Somerset
ALLIANCE NAME: Watchung Hills Regional Municipal Alliance	ALLIANCE WEBSITE: www.watchungnj.gov/Municipal_Alliance_main
ALLIANCE STREET ADDRESS: 46 Mountain Blvd., Fl. 2 TOWN: Warren STATE: NJ ZIP: 07059	
TELEPHONE: (908) 753-8000 Ext. 294	FAX: N/A
ALLIANCE CHAIRPERSON: Iris Alston STREET ADDRESS: 1012 Robin Court TOWN: Green Brook STATE: NJ ZIP: 08812 EMAIL: irisa783@gmail.com	ALLIANCE COORDINATOR: Alicia Carman STREET ADDRESS: 201 Bexley Lane TOWN: Piscataway STATE: NJ ZIP: 08854 EMAIL: whrma@warrennj.org
DATE OF RESOLUTION AUTHORIZING THE DMHAS Grant Application: 05/18/2023	

DMHAS Grant Allocation

\$ 4,231.44

No Cash Match or In-Kind Match is required to accept DMHAS Grant.

<u>WATCHUNG</u> *MUNICIPALITY	<u>RONALD JUBIN, PH.D.</u> NAME/ MAYOR/Head of Governing Body	_____ SIGNATURE
_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
<u>Iris Alston</u> ALLIANCE CHAIRPERSON	_____ SIGNATURE	_____ DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**BOROUGH OF WATCHUNG
RESOLUTION R4**

BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, that the Borough Treasurer be, and is hereby directed to pay bills in the amount of \$2,030,228.08 per the attached bill list. The expenditures can be broken down into the following categories:

Affordable Housing Trust	\$	515.00
Animal Control	\$	31.80
Watchung Community Foundation	\$	2,071.00
Grant Fund	\$	7,831.12
Capital Fund	\$	3,992.87
Developer's Escrow	\$	10,500.50
Other Escrow	\$	35,320.75
Current Fund	\$	1,969,965.04
Total Expenditures:	\$	2,030,228.08

Freddie Hayeck

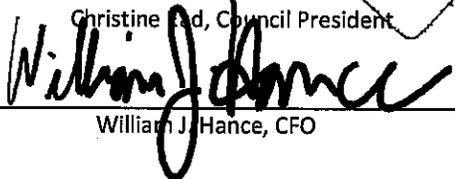
Curt Dahl

Paul Fischer

Paolo Marano

Christine Ad, Council President

Sonia Abi Habib


William J. Hance, CFO

Ronald Jubin, Mayor

James Damato, Administrator

Date: May 18, 2023

Index: Finance

C: Finance

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 04/13/23 to 05/12/23
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct

AFFORD HOUSING		AFFORDABLE HOUSING TRUST FUND					
687	05/12/23	BATEM DIFRANCESCO, BATEMAN, COLEY,					5641
23-00004	20	March affordable housing	181.50	H-06- -100-101	Budget		2 1
				Affordable Housing Trust Fund			

688	05/12/23	CGPH CGP&H					5641
22-00826	7	affordable housing admin agent	333.50	H-06- -100-101	Budget		1 1
				Affordable Housing Trust Fund			

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	515.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	515.00	0.00

ANIMAL CONTROL		Investors Animal Control Trust					
1080	05/12/23	NJDHS NJ DEPT OF HEALTH & SENIOR SER					5642
23-00032	3	March dog lic#150-162	23.40	D-11- -100-201	Budget		1 1
				Animal Control Trust Fund			
23-00032	4	April dog lic#163-169	8.40	D-11- -100-201	Budget		2 1
				Animal Control Trust Fund			
			31.80				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	31.80	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	31.80	0.00

CAPITAL ACCOUNT		Investors Savings Capital Fund					
2341	04/21/23	TOWN BRIAN TOWNLEY					5633
23-00485	1	Loxex Camera System	3,753.17	C-02- -915-A14	Budget		1 1
				Security Upgrades Public Buildings			

2342	05/12/23	AMAZ Amazon Capital Services, Inc					5643
23-00493	1	Cudy 2 PoE Extenders	239.70	C-02- -915-A14	Budget		1 1
				Security Upgrades Public Buildings			

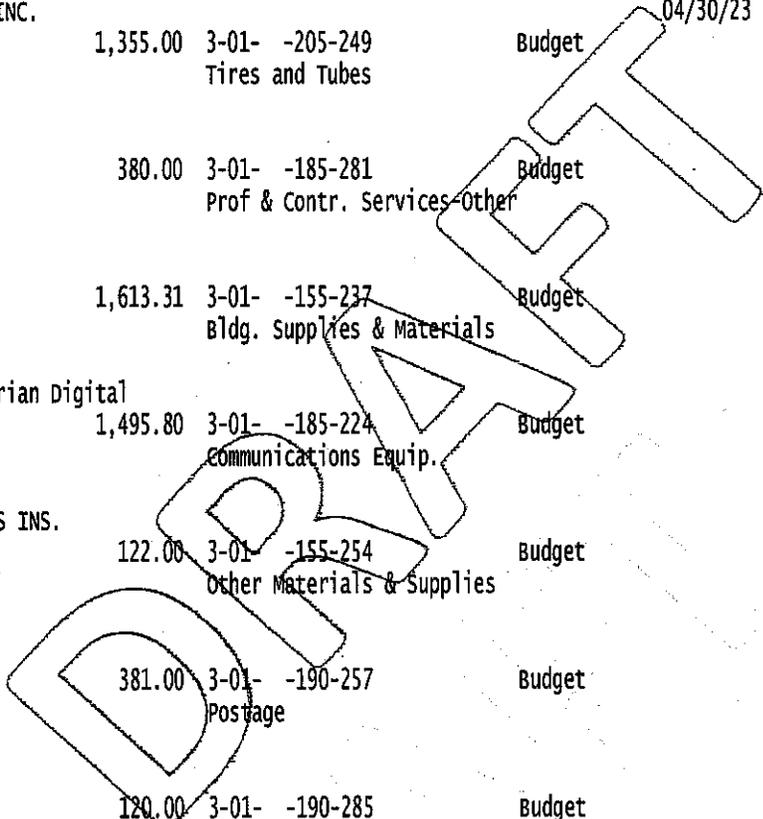
Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	3,992.87	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	3,992.87	0.00

CURRENT FUND		Investors Bank Current Fund					
40132	04/21/23	ACCSES NJ ACCSES New Jersey, Inc.				04/30/23	5630
23-00262	4	December cleaning	4,740.62	3-01- -155-272	Budget		50 1
				Janitorial & Laundry Serv.			
23-00262	5	March cleaning	4,740.62	3-01- -155-272	Budget		51 1
				Janitorial & Laundry Serv.			
			9,481.24				

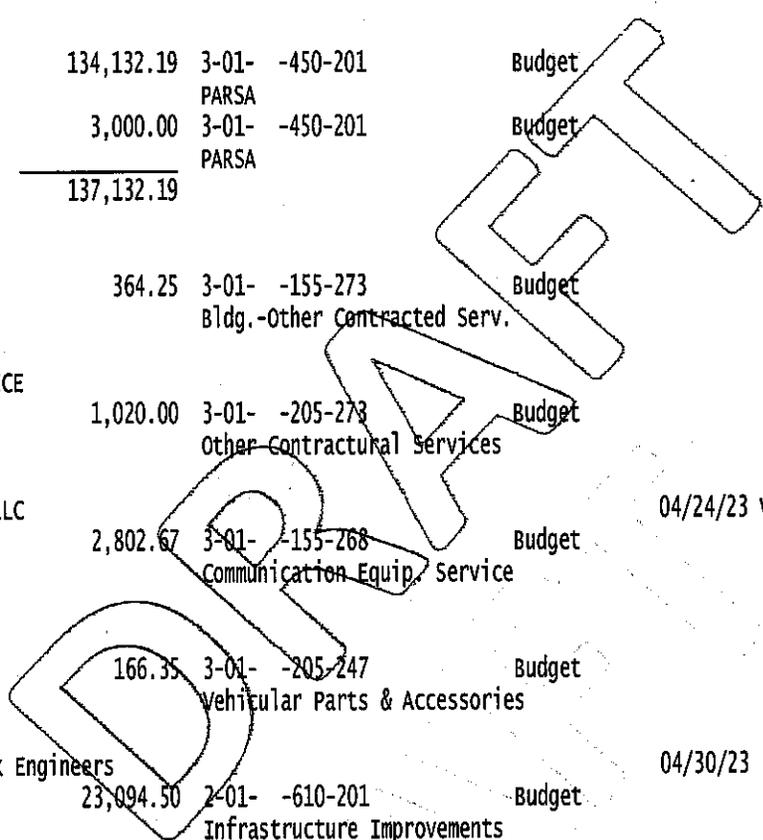
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
40133	04/21/23	ADS Action Data Services					5630
23-00023	10	payroll processing	452.96	3-01- -130-281	Budget		5 1
				Prof. & Contr. Services-Other			
40134	04/21/23	AFP ABSOLUTE FIRE PROTECTION					5630
23-00415	1	2003 PIERCE PUMPER (60-103)	549.54	3-01- -185-231	Budget		66 1
				Emergency & Safety Supplies			
40135	04/21/23	AMAZ Amazon Capital Services, Inc					5630
23-00476	1	coffee supplies	127.55	3-01- -110-235	Budget		80 1
				Food & Drugs			
40136	04/21/23	AOC ALLIED OIL, LLC					5630
23-00048	9	unleaded 3/30/23	2,758.98	3-01- -283-751	Budget		7 1
				Motor Fuels			
23-00048	10	unleaded 3/16/23	1,839.39	3-01- -283-751	Budget		8 1
				Motor Fuels			
23-00048	11	unleaded 3/16/23	2,110.36	3-01- -283-751	Budget		9 1
				Motor Fuels			
23-00048	12	unleaded 2/13/23	2,672.65	3-01- -283-751	Budget		10 1
				Motor Fuels			
23-00048	13	diesel 3/6/23	2,564.56	3-01- -283-751	Budget		11 1
				Motor Fuels			
23-00048	14		0.01	3-01- -283-751	Budget		12 1
				Motor Fuels			
			<u>11,945.93</u>				
40137	04/21/23	ASC ATLANTIC SALT COMPANY				04/30/23	5630
23-00056	2	2023 DPW ROCK SALT DELIVERY	3,749.46	3-01- -205-241	Budget		17 1
				Salt and Sand			
23-00056	3	2023 DPW ROCK SALT DELIVERY	5,865.55	3-01- -205-241	Budget		18 1
				Salt and Sand			
			<u>9,615.01</u>				
40138	04/21/23	AST APPRAISAL SYSTEMS, INC.					5630
23-00269	2	2023 appraisal services	4,000.00	2-01- -135-281	Budget		52 1
				Profess. & Cons. Serv.-Other			
23-00269	3	2023 appraisal services	2,076.00	3-01- -135-281	Budget		53 1
				Profess. & Cons. Serv.-Other			
			<u>6,076.00</u>				
40139	04/21/23	ASTR ASTRO RENTS					5630
23-00055	2	2023 DPW EQUIPMENT RENTAL	213.03	3-01- -205-265	Budget		16 1
				Misc. Rental Costs			
40140	04/21/23	BCR C & L Towing Service					5630
23-00425	1	Towed Car 18 NewVProv to WSC	80.00	3-01- -190-269	Budget		70 1
				Vehicle Repair & Maint.			
40141	04/21/23	BIOSHINE BIOSHINE					5630
23-00062	2	2023 DPW JANITORIAL SUPPLIES	52.65	3-01- -205-254	Budget		19 1
				Other Materials & Supplies			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
40141	BIOSHINE	Continued							
23-00062	3	2023 DPW JANITORIAL SUPPLIES	52.65	3-01- -205-254	Budget		20	1	
			<u>105.30</u>	Other Materials & Supplies					
40142	04/21/23	CHATHAM CHATHAM LAWNMOWER SERVICES					5630		
23-00066	1	2023 DPW LAWNMOWER SERVICES	49.99	3-01- -205-246	Budget		21	1	
				Equipment & Machinery Parts					
40143	04/21/23	COMMS COMMUNICATIONS SPECIALISTS					5630		
23-00049	5	Monthly Radio/Lighting Repairs	3,872.20	3-01- -190-268	Budget		13	1	
				Communications Equip. Serv.					
40144	04/21/23	DEER ReadyRefresh by Nestle					5630		
23-00050	5	Monthly Drinking Water	174.08	3-01- -190-283	Budget		14	1	
				Unclassified Expenses					
40145	04/21/23	ECH ECHOES SENTINEL					5630		
23-00423	1	Accreditation Advertisement	37.74	3-01- -190-255	Budget	04/30/23	69	1	
				Advertising Expenses					
40146	04/21/23	EFS EAGLE FENCE & SUPPLY					5630		
23-00388	1	2023 DPW FENCE SUPPLY	770.90	3-01- -155-232	Budget	04/30/23	62	1	
				General Supplies					
40147	04/21/23	EVOLVE Evolve Bank & Trust					5630		
23-00469	1	redeem tax sale cert#21-00003	135.76	3-01- 954-999	Budget		76	1	
				Due Outside Lienholders					
23-00469	2	redeem tax sale cert#21-00003	65.00	3-01- 954-999	Budget		77	1	
				Due Outside Lienholders					
23-00469	3	redeem tax sale cert#21-00003	87,300.00	3-01- 953-999	Budget		78	1	
				Tax Sale Premiums					
			<u>87,500.76</u>						
40148	04/21/23	EVOQUA EVOQUA WATER TECHNOLOGIES, LLC					5630		
23-00071	2	2023 DPW MATERIAL & SUPPLIES	2,089.26	3-01- -225-254	Budget		22	1	
				Other Material & Supplies					
40149	04/21/23	FLEM FLEMINGTON DEPARTMENT STORE					5630		
23-00402	1	2023 DPW CLOTHING ALLOWANCE	1,075.48	3-01- -205-239	Budget		63	1	
				Uniforms, Clothing Expense					
40150	04/21/23	FOL01 FOLEY RENTS-PISCATAWAY					5630		
23-00072	1	2023 DPW EQUIPMENT RENTAL	2,548.01	3-01- -205-246	Budget		23	1	
				Equipment & Machinery Parts					
40151	04/21/23	FUN FUN SERVICES					5630		
23-00467	1	COMMUNITY PICNIC AMUSEMENTS	8,000.00	3-01- -245-201	Budget		74	1	
				Community Picnic					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
40152	04/21/23	GIL EDITH G. GIL				04/30/23	5630		
23-00404	1	2023 MCANJ Travel	169.68	3-01- -120-261 Travel Allowance	Budget		64	1	
40153	04/21/23	GREAT Great America Financial Serv.					5630		
23-00027	4	folder / stuffer machine	254.02	3-01- -130-281 Prof. & Contr. Services-Other	Budget		6	1	
40154	04/21/23	HODE2 HOME DEPOT CREDIT SERVICES				04/30/23	5630		
23-00079	4	2023 DPW PURCHASES	8,503.17	3-01- -610-202 Buildings & Grounds Improvements	Budget		25	1	
40155	04/21/23	HOFF HOFFMAN TIRE CO., INC.				04/30/23	5630		
23-00078	1	2023 DPW REPAIR/SERVICE	1,355.00	3-01- -205-249 Tires and Tubes	Budget		24	1	
40156	04/21/23	IN-HOUSE IN-HOUSE PRINTS					5630		
23-00462	1	FLOORING	380.00	3-01- -185-281 Prof & Contr. Services-Other	Budget		73	1	
40157	04/21/23	JAEGERLU JAEGER LUMBER					5630		
23-00081	1	fencing	1,613.31	3-01- -155-237 Bldg. Supplies & Materials	Budget		26	1	
40158	04/21/23	LEXIPOL Lexipol DBA Praetorian Digital					5630		
23-00414	1	FIRE PLATFORM/MOBILE RENEWAL	1,495.80	3-01- -185-224 Communications Equip.	Budget		65	1	
40159	04/21/23	LMI LANDSCAPE MATERIALS INS.					5630		
23-00084	2	2023 DPW PURCHASES	122.00	3-01- -155-254 Other Materials & Supplies	Budget		27	1	
40160	04/21/23	MAILFINA Quadiant Leasing					5630		
23-00418	1	PD Postage Machine Lease	381.00	3-01- -190-257 Postage	Budget		68	1	
40161	04/21/23	MEDEMERG Medenerge, PA					5630		
23-00162	1	Physical - Zachary Woods	120.00	3-01- -190-285 Physical Exams	Budget		45	1	
23-00417	1	Pre-employment Physical	60.00	3-01- -190-285 Physical Exams	Budget		67	1	
23-00468	1	for Tammy Vetuschi	130.00	3-01- -190-285 Physical Exams	Budget		75	1	
			<u>310.00</u>						
40162	04/21/23	MPI WOODS MACHINERY					5630		
23-00115	2	2023 DPW SUPPLIES	2,531.14	3-01- -205-254 Other Materials & Supplies	Budget		43	1	
40163	04/21/23	NAPCO NAPCO COPY GRAPHICS CENTER					5630		
23-00090	1	HP DESIGN JET XL-3600 MFP	340.00	3-01- -150-228 Photocopy Expense	Budget		28	1	



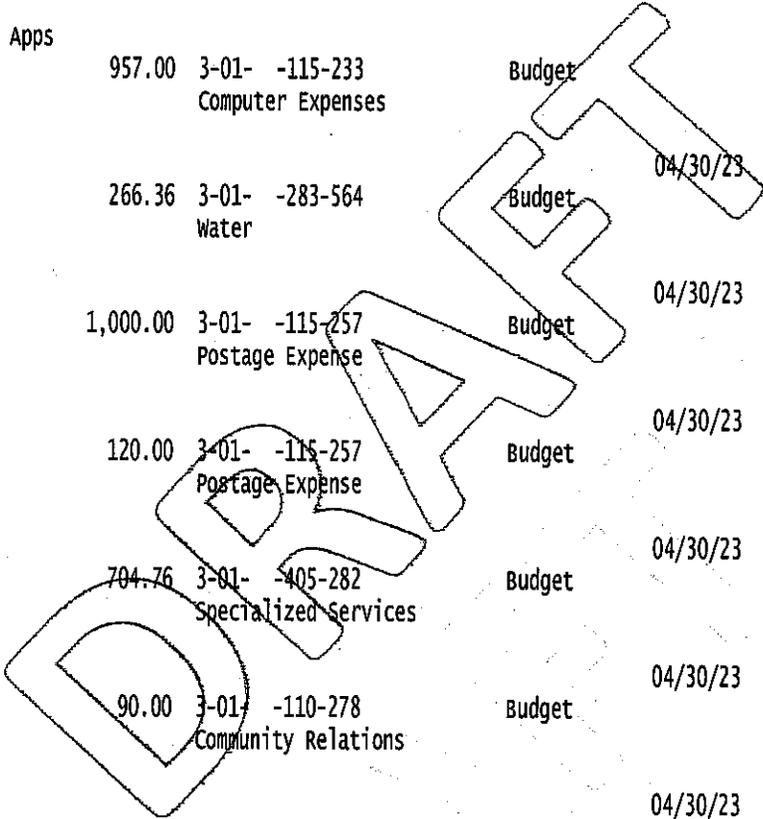
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND		Investors Bank Curreht Fund	Continued				
40164	04/21/23	NJFE NJ FIRE EQUIPMENT CO.				04/30/23	5630
23-00212	2	2023 SAFETY SUPPLIES	100.00	3-01- -185-231	Budget		47 1
				Emergency & Safety Supplies			
40165	04/21/23	NJMEDIA NJ Advance Media					5630
23-00194	1	Melchionda Memorial Star Ledge	175.00	3-01- -190-255	Budget		46 1
				Advertising Expenses			
40166	04/21/23	NORTHERN NORTHERN NURSERIES, INC.					5630
23-00384	2	cherry trees	1,650.00	3-01- -155-254	Budget		61 1
				Other Materials & Supplies			
40167	04/21/23	PARSA P.A.R.S.A.					5630
23-00009	4	2nd qtr 23 services	134,132.19	3-01- -450-201	Budget		2 1
				PARSA			
23-00009	5	management fees 2nd qtr	3,000.00	3-01- -450-201	Budget		3 1
				PARSA			
			<u>137,132.19</u>				
40168	04/21/23	PINTO PINTO BROTHERS					5630
23-00093	3	2023 8-YD ROLL-OFF CONTAINER	364.25	3-01- -155-273	Budget		29 1
				Bldg.-Other Contracted Serv.			
40169	04/21/23	PRED PREDATOR TREE SERVICE					5630
23-00095	1	stump grinding	1,020.00	3-01- -205-273	Budget		30 1
				Other Contractual Services			
40170	04/21/23	PROTECH PROTECH PRODUCTS, LLC				04/24/23 VOID	5630
23-00380	1	PET FOUNTAIN - MOBUS FIELD	2,802.67	3-01- -155-268	Budget		60 1
				Communication Equip. Service			
40171	04/21/23	RAP READ AUTO PARTS					5630
23-00096	3	2023 DPW REPAIRS/PARTS	166.35	3-01- -205-247	Budget		31 1
				Vehicular Parts & Accessories			
40172	04/21/23	REMINGTO Remington & Vernick Engineers				04/30/23	5630
23-00016	34	culvert repairs	23,094.50	2-01- -610-201	Budget		4 1
				Infrastructure Improvements			
40173	04/21/23	RODNEYHU RODNEY HUNT					5630
23-00216	1	BEST LAKE GATE REPAIR	2,650.00	3-01- -155-381	Budget		48 1
				Other Contracted Services			
40174	04/21/23	SFL SIRCHIE FINGERPRINT LAB.					5630
23-00328	1	Blood Alcohol Collection Kit	58.62	3-01- -190-232	Budget		58 1
				General Supplies, NOC			
23-00328	2	Shipping (UPS - Ground)	28.26	3-01- -190-232	Budget		59 1
				General Supplies, NOC			
			<u>86.88</u>				



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund		Continued					
40175	04/21/23	SICA SELECTIVE INS. CO. OF AMERICA				04/30/23	5630		
23-00475	1	10 Mtn flood insurance	10,788.00	3-01- -175-187	Budget		79	1	
				Commercial Liability Insurance					
40176	04/21/23	SOLITUDE SOLITUDE LAKE MANAGEMENT					5630		
23-00101	5	fountain service	1,500.00	3-01- -155-273	Budget		32	1	
				Bldg.-Other Contracted Serv.					
40177	04/21/23	SOM09 SOMERSET COUNTY ROAD DIVISION					5630		
23-00102	1	2023 DPW SERVICES	8,658.81	3-01- -205-241	Budget		33	1	
				Salt and Sand					
40178	04/21/23	SOM26 SOMERSET COUNTY RECYCLING					5630		
23-00233	2	recycling services 2023 2nd qt	15,299.10	3-01- -465-283	Budget		49	1	
				Unclassified Expenses					
40179	04/21/23	SPSCO SOMERSET PLUMBING SUPPLY CO.					5630		
23-00121	1	2023 DPW MATERIALS/SUPPLIES	528.00	3-01- -155-237	Budget		44	1	
				Bldg. Supplies & Materials					
40180	04/21/23	STAPL STAPLES BUSINESS ADVANTAGE				04/30/23	5630		
23-00457	1	50 file boxes	74.75	3-01- -250-227	Budget		72	1	
				Office Supplies & Materials					
40181	04/21/23	STL N.J. STATE TOXICOLOGY LAB					5630		
23-00293	1	Two Drug Tests for Hiring 2022	90.00	3-01- -190-282	Budget		54	1	
				Specialized Services					
40182	04/21/23	TGASCINC THE GREAT AMERICAN SIGN CO.				04/30/23	5630		
23-00297	1	BOROUGH OF WATCHUNG DECALS	200.00	3-01- -205-247	Budget		55	1	
				Vehicular Parts & Accessories					
40183	04/21/23	TKELEVAT TK ELEVATOR CORPORATION					5630		
22-01238	1	FULL MAINTENANCE AGREEMENT	6,371.06	2-01- -205-271	Budget		1	1	
				Equipment Repairs & Maint.					
40184	04/21/23	VERFLEET Verizon - Connect NWF, Inc.					5630		
23-00051	5	Monthly GPS for Patrol	307.04	3-01- -190-268	Budget		15	1	
				Communications Equip. Serv.					
40185	04/21/23	VITELLI Anthony Vitelli				04/30/23	5630		
23-00311	2	boots	124.75	3-01- -205-239	Budget		56	1	
				Uniforms, Clothing Expense					
40186	04/21/23	WAC WELDON ASPHALT COMPANY					5630		
23-00113	1	2023 DPW ASPHALT MATERIAL	3,150.00	3-01- -205-242	Budget		40	1	
				Asphalt, Paving Materials					
23-00113	2	2023 DPW ASPHALT MATERIAL	1,097.63	3-01- -205-242	Budget		41	1	
				Asphalt, Paving Materials					
			<u>4,247.63</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND Investors Bank Current Fund Continued									
40187	04/21/23	WAR01 WARRENVILLE HARDVILLE					5630		
23-00110	3	2023 DPW MATERIALS/SUPPLIES	787.52	3-01- -155-232 General Supplies	Budget		34	1	
40188	04/21/23	WBMASON W.B Mason, Co Inc.					5630		
23-00314	1	OFFICE SUPPLIES	45.79	3-01- -120-227 Office Supplies & Materials	Budget		57	1	
23-00456	1	ORDER # S133625888	256.39	3-01- -120-227 Office Supplies & Materials	Budget		71	1	
			<u>302.18</u>						
40189	04/21/23	WC WELDON CONCRETE					5630		
23-00114	1	2023 DPW CONCRETE MATERIAL	726.00	3-01- -205-242 Asphalt, Paving Materials	Budget		42	1	
40190	04/21/23	WPCLLC WARRENVILLE PLUMBING & CO.,LLC				04/30/23	5630		
23-00111	2	police sink	285.00	3-01- -155-266 Building Repair & Maintenance	Budget		35	1	
23-00111	3	police sink	285.00	3-01- -155-266 Building Repair & Maintenance	Budget		36	1	
23-00111	4	jett clean main sewer line PD	1,300.00	3-01- -155-266 Building Repair & Maintenance	Budget		37	1	
23-00111	5	install laundry pump kitchen	1,250.00	3-01- -155-266 Building Repair & Maintenance	Budget		38	1	
23-00111	6	police toilet	385.00	3-01- -155-266 Building Repair & Maintenance	Budget		39	1	
			<u>3,505.00</u>						
40191	04/21/23	HANCE WILLIAM HANCE				04/30/23	5631		
23-00007	8	hand sanitizer	105.73	3-01- -110-278 Community Relations	Budget		1	1	
23-00007	9	foxit software	29.95	3-01- -130-233 Computer Expense	Budget		2	1	
23-00007	10	office software	240.71	3-01- -160-233 Computer Expense	Budget		3	1	
23-00007	11	zoom 3/11-4/10	85.30	3-01- -110-278 Community Relations	Budget		4	1	
23-00007	12	zoom 4/11-5/10	85.30	3-01- -110-278 Community Relations	Budget		5	1	
23-00007	13	refund for switches	443.98	3-01- -110-278 Community Relations	Budget		6	1	
			<u>103.01</u>						
40192	04/21/23	DAMATO James Damato					5632		
23-00482	1	PERC Annual Labor Law Conf.	199.00	3-01- -115-276 Training Aids & Programs	Budget		2	1	
40193	04/21/23	NAPPE ANTHONY NAPPE				04/30/23	5632		
23-00481	1		191.93	3-01- -205-239 Uniforms, Clothing Expense	Budget		1	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND Investors Bank Current Fund Continued									
40194	04/21/23	UCPOP005 UCPO Police Training Account							5632
23-00484	1	Tuition for C.Monrroy	1,890.00	3-01- -190-282 Specialized Services	Budget			3	1
23-00484	2	Drug Testing (2 Tests)	90.00	3-01- -190-282 Specialized Services	Budget			4	1
23-00484	3	Twp of Union Firearm Range Fee	100.00	3-01- -190-282 Specialized Services	Budget			5	1
			<u>2,080.00</u>						
40196	04/21/23	JIF SUBURBAN JOINT INSURANCE FUND							5636
23-00126	7	2nd insurance installment	87,208.00	3-01- -175-187 Commercial Liability Insurance	Budget			1	1
40195	04/22/23	RACKSPAC Rackspace Email and Apps							5635
23-00131	5	2023 email services	957.00	3-01- -115-233 Computer Expenses	Budget			1	1
428	04/30/23	NJAWC NJ AMERICAN WATER				04/30/23			5637
23-00505	2	water payment	266.36	3-01- -283-564 Water	Budget			1	1
429	04/30/23	PURCH PURCHASE POWER				04/30/23			5637
23-00506	1	postage	1,000.00	3-01- -115-257 Postage Expense	Budget			2	1
430	04/30/23	PURCH PURCHASE POWER				04/30/23			5637
23-00506	2	meter lease	120.00	3-01- -115-257 Postage Expense	Budget			3	1
431	04/30/23	TRANSFIR Transfirst				04/30/23			5637
23-00011	5	court credit card	704.76	3-01- -405-282 Specialized Services	Budget			4	1
432	04/30/23	CONSTANT Constant Contact				04/30/23			5637
23-00013	4	2023 social media services	90.00	3-01- -110-278 Community Relations	Budget			5	1
433	04/30/23	CLEARFLY Clearfly				04/30/23			5637
23-00019	4	telephone service	367.78	3-01- -283-459 Telephone	Budget			6	1
434	04/30/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.				04/30/23			5637
23-00472	1	Watchung Boro Payroll	276.75	3-01- -165-111 Salary & wage	Budget			7	1
23-00472	2	Watchung Boro Payroll	264.53	3-01- -200-111 Salary & wage	Budget			8	1
23-00472	3	Watchung Boro Payroll	875.00	3-01- -110-111 Salary & wage	Budget			9	1
23-00472	4	Watchung Boro Payroll	8,189.18	3-01- -120-111 Salary & wage	Budget			10	1
23-00472	5	Watchung Boro Payroll	8,401.27	3-01- -130-111 Salary & wage	Budget			11	1



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
CURRENT FUND		Investors Bank Current Fund	Continued					
434	WATCHUNG BORO.	PAYROLL ACCT.	Continued					
23-00472	6	Watchung Boro Payroll	3,724.46	3-01- -135-111 Salary & Wage	Budget		12	1
23-00472	7	Watchung Boro Payroll	2,407.85	3-01- -150-111 Salary & Wages	Budget		13	1
23-00472	8	Watchung Boro Payroll	11,394.88	3-01- -205-111 Salary & Wage	Budget		14	1
23-00472	9	Watchung Boro Payroll	356.71	3-01- -205-112 Overtime	Budget		15	1
23-00472	10	Watchung Boro Payroll	148,379.75	3-01- -190-111 Salary & Wage	Budget		16	1
23-00472	11	Watchung Boro Payroll	8,156.90	3-01- -190-112 Overtime	Budget		17	1
23-00472	12	Watchung Boro Payroll	173.46	3-01- -205-112 Overtime	Budget		18	1
23-00472	13	Watchung Boro Payroll	8,212.35	3-01- -250-111 Salary & Wage	Budget		19	1
23-00472	14	Watchung Boro Payroll	2,751.66	3-01- -405-111 Salary & Wage	Budget		20	1
23-00472	15	Watchung Boro Payroll	50.17	3-01- -307-283 DCRP	Budget		21	1
23-00472	16	Watchung Boro Payroll	8,963.06	3-01- -310-218 Social Security / Medicare	Budget		22	1
23-00472	17	Watchung Boro Payroll	723.00	3-01- -255-111 Salary & Wage	Budget		23	1
23-00472	18	Watchung Boro Payroll	9,390.32	3-01- -115-111 Salary & Wage	Budget		24	1
23-00472	19	Watchung Boro Payroll	2,291.66	3-01- -140-111 Salary & Wage	Budget		25	1
23-00472	20	Watchung Boro Payroll	1,457.97	3-01- -187-111 Salary & Wage	Budget		26	1
23-00472	21	Watchung Boro Payroll	1,012.25	3-01- -265-111 Salary & Wage	Budget		27	1
23-00472	22	Watchung Boro Payroll	10,543.51	3-01- -205-111 Salary & Wage	Budget		28	1
			237,996.69					
435	04/30/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.				04/30/23		5637
23-00500	1	Watchung Boro Payroll	1,600.39	3-01- -165-111 Salary & wage	Budget		29	1
23-00500	2	Watchung Boro Payroll	264.53	3-01- -200-111 Salary & wage	Budget		30	1
23-00500	3	Watchung Boro Payroll	723.00	3-01- -255-111 Salary & wage	Budget		31	1
23-00500	4	Watchung Boro Payroll	875.00	3-01- -110-111 Salary & wage	Budget		32	1
23-00500	5	Watchung Boro Payroll	9,390.32	3-01- -115-111 Salary & wage	Budget		33	1
23-00500	6	Watchung Boro Payroll	8,189.18	3-01- -120-111 Salary & wage	Budget		34	1
23-00500	7	Watchung Boro Payroll	8,401.27	3-01- -130-111 Salary & wage	Budget		35	1

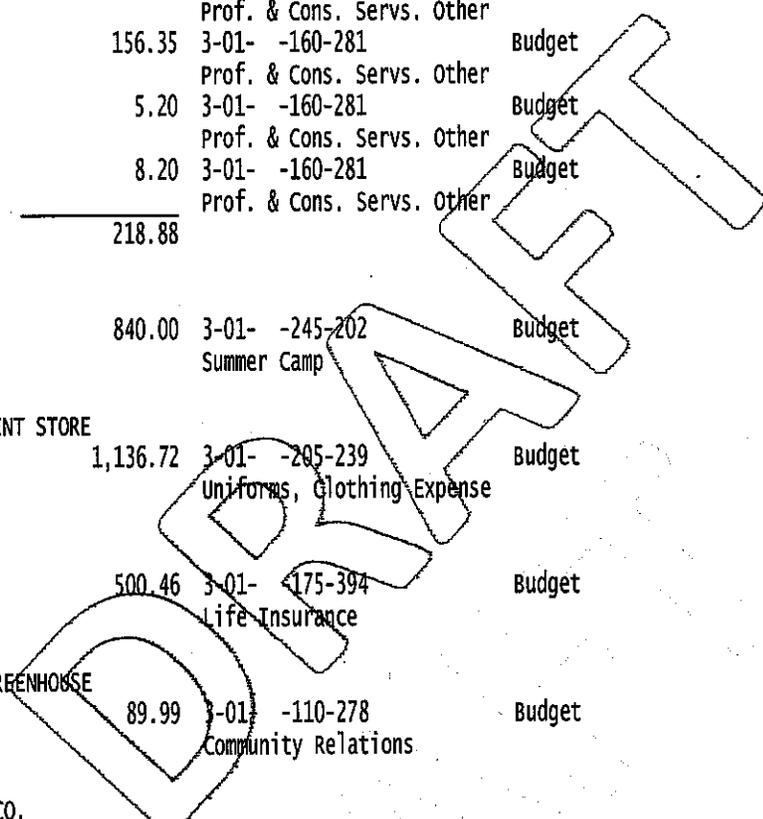
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
435	WATCHUNG BORO. PAYROLL ACCT.	Continued							
23-00500	8	Watchung Boro Payroll	3,873.96	3-01- -135-111 Salary & Wage	Budget		36	1	
23-00500	9	Watchung Boro Payroll	2,291.66	3-01- -140-111 Salary & Wage	Budget		37	1	
23-00500	10	Watchung Boro Payroll	2,407.85	3-01- -150-111 Salary & Wages	Budget		38	1	
23-00500	11	Watchung Boro Payroll	11,394.88	3-01- -205-111 Salary & Wage	Budget		39	1	
23-00500	12	Watchung Boro Payroll	1,457.97	3-01- -187-111 Salary & Wage	Budget		40	1	
23-00500	13	Watchung Boro Payroll	151,754.75	3-01- -190-111 Salary & Wage	Budget		41	1	
23-00500	14	Watchung Boro Payroll	6,985.62	3-01- -190-112 Overtime	Budget		42	1	
23-00500	15	Watchung Boro Payroll	11,078.93	3-01- -205-111 Salary & Wage	Budget		43	1	
23-00500	16	Watchung Boro Payroll	347.86	3-01- -205-112 Overtime	Budget		44	1	
23-00500	17	Watchung Boro Payroll	8,200.44	3-01- -205-111 Salary & Wage	Budget		45	1	
23-00500	18	Watchung Boro Payroll	1,012.25	3-01- -265-111 Salary & Wage	Budget		46	1	
23-00500	19	Watchung Boro Payroll	2,751.66	3-01- -405-111 Salary & Wage	Budget		47	1	
23-00500	20	Watchung Boro Payroll	9,180.21	3-01- -310-218 Social Security / Medicare	Budget		48	1	
23-00500	21	Watchung Boro Payroll	60.89	3-01- -302-283 DCRP	Budget		49	1	
			<u>242,242.62</u>						
40197	05/10/23	BJSWHOLE BJ's Wholesale Club							5638
23-00517	1	Food Challenge	2,418.25	3-01- -110-278 Community Relations	Budget		19	1	
40198	05/12/23	ACCSES NJ ACCSES New Jersey, Inc.							5647
23-00262	6	April cleaning	4,740.62	3-01- -155-272 Janitorial & Laundry Serv.	Budget		80	1	
40199	05/12/23	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS							5647
23-00043	3	SECURITY/FIRE SYSTEM MONITOR	119.85	3-01- -155-273 Bldg.-Other Contracted Serv.	Budget		51	1	
40200	05/12/23	ADS Action Data Services							5647
23-00023	11	payroll processing	452.21	3-01- -130-281 Prof. & Contr. Services-Other	Budget		43	1	
23-00023	12	payroll processing	1,245.26	3-01- -130-281 Prof. & Contr. Services-Other	Budget		44	1	
23-00023	13	payroll processing	285.33	3-01- -130-281 Prof. & Contr. Services-Other	Budget		45	1	
			<u>1,982.80</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
40201	05/12/23	AFIREPRO ATLANTIC FIRE PROTECTION					5647		
23-00416	1	KITCHEN SUPPRESSION INSPECTION	216.45	3-01- -155-273	Budget		103		1
				Bldg.-Other Contracted Serv.					
40202	05/12/23	AMAZ Amazon Capital Services, Inc				05/12/23 VOID			0
40203	05/12/23	AMAZ Amazon Capital Services, Inc					5647		
23-00369	1	Buckhorn Red Tote 17 Gallon	154.76	3-01- -190-223	Budget		91		1
				Vehicular Equipment (Cars)					
23-00452	1	Dell M11XH Toner	155.98	3-01- -190-233	Budget		111		1
				Computer Expense					
23-00452	2	Tissues	55.09	3-01- -190-227	Budget		112		1
				Office Supplies & Materials					
23-00452	3	Bounty Select a size	39.42	3-01- -190-227	Budget		113		1
				Office Supplies & Materials					
23-00452	4	Blue Sky 8.5x11 Academic Year	11.99	3-01- -190-227	Budget		114		1
				Office Supplies & Materials					
23-00452	5	Purell Mild Foam 7874-02	120.92	3-01- -190-227	Budget		115		1
				Office Supplies & Materials					
23-00452	6	Hook and Loop 1"x30'	16.98	3-01- -190-227	Budget		116		1
				Office Supplies & Materials					
23-00452	7	HON 133E Keys (2)	13.16	3-01- -190-227	Budget		117		1
				Office Supplies & Materials					
23-00452	8	Steelcase FR400 Keys (2)	13.86	3-01- -190-227	Budget		118		1
				Office Supplies & Materials					
23-00461	1	BD-R 25GB 50pk Verbatim	303.00	3-01- -190-236	Budget		125		1
				Cassettes, Recording Costs					
23-00493	2	Dell 19" Monitor	359.97	3-01- -190-233	Budget		147		1
				Computer Expense					
23-00496	1	TENNIS COURT SUPPLIES	602.65	3-01- -245-232	Budget		149		1
				General Supplies					
23-00497	1	EVENT SUPPLIES	877.69	3-01- -245-201	Budget		150		1
				Community Picnic					
23-00497	2	POPCORN BAGS	50.98	3-01- -245-201	Budget		151		1
				Community Picnic					
23-00520	1	90's THEME DECOR & PRIZES	121.84	3-01- -245-201	Budget		160		1
				Community Picnic					
23-00529	1	Jobsite storage box	1,375.52	3-01- -110-278	Budget		164		1
				Community Relations					
23-00529	2	computer supplies	189.71	3-01- -130-227	Budget		165		1
				Office Supplies & Materials					
23-00529	3	signs	55.98	3-01- -110-278	Budget		166		1
				Community Relations					
			4,519.50						
40204	05/12/23	ANIMALCO Animal Control Solutions					5647		
23-00128	4	KENNELING & EMERGENCY VET	675.00	3-01- -235-273	Budget		74		1
				Other Contracted Service					
23-00128	5	2023 animal control services	1,677.00	3-01- -235-273	Budget		75		1
				Other Contracted Service					
			2,352.00						

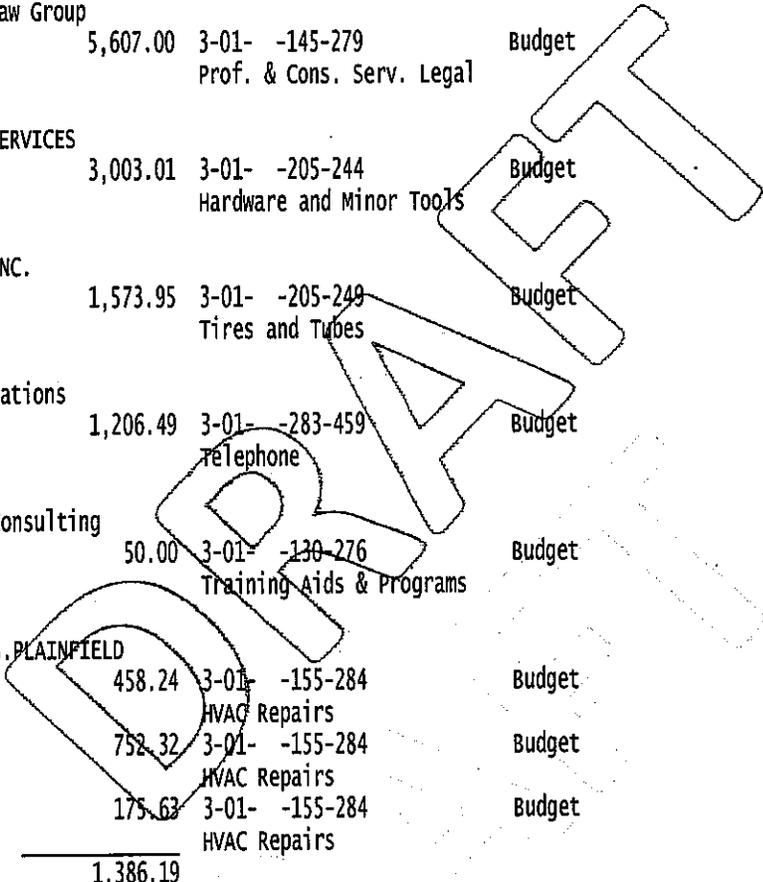
Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
40205	05/12/23	AOC ALLIED OIL, LLC					5647		
23-00048	15	04/06/23 diesel	1,538.28	3-01- -283-751 Motor Fuels	Budget		52		1
23-00048	16	04/06/23 diesel	3.58	3-01- -283-751 Motor Fuels	Budget		53		1
23-00048	17	4/6/23 unleaded	1,317.46	3-01- -283-751 Motor Fuels	Budget		54		1
23-00048	18	4/6/23 unleaded	3.24	3-01- -283-751 Motor Fuels	Budget		55		1
23-00048	19	4/17/23 unleaded \$2.6422 @688	1,822.27	3-01- -283-751 Motor Fuels	Budget		56		1
23-00048	20	4/26 unleaded 1063.10\$2.6108	2,782.39	3-01- -283-751 Motor Fuels	Budget		57		1
			<u>7,467.22</u>						
40206	05/12/23	ASCARANO Angelo Scarano Inc.					5647		
23-00479	1	TEMPORARY RESTROOM	125.00	3-01- -245-265 Misc. Rental Costs	Budget		134		1
40207	05/12/23	AST APPRAISAL SYSTEMS, INC.					5647		
23-00269	4	2023 appraisal services	3,846.50	3-01- -135-281 Profess. & Cons. Serv.-Other	Budget		82		1
40208	05/12/23	ASTR ASTRO RENTS					5647		
23-00055	3	2023 DPW EQUIPMENT RENTAL	479.32	3-01- -205-265 Misc. Rental Costs	Budget		60		1
40209	05/12/23	ATT A T & T					5647		
23-00536	1	May Payment	48.41	3-01- -283-459 Telephone	Budget		171		1
40210	05/12/23	BATEM DIFRANCESCO, BATEMAN, COLEY,					5647		
23-00004	19	March general legal	3,151.50	3-01- -145-279 Prof. & Cons. Serv. Legal	Budget		4		1
23-00004	21	March Bonnie Burn Road	264.00	3-01- -145-279 Prof. & Cons. Serv. Legal	Budget		5		1
23-00004	23	tax appeals	2,145.00	3-01- -145-279 Prof. & Cons. Serv. Legal	Budget		6		1
			<u>5,560.50</u>						
40211	05/12/23	BBC BARKER BUS COMPANY					5647		
23-00495	1	BUS SERVICE CAMP TRIPS	3,570.00	3-01- -245-202 Summer Camp	Budget		148		1
40212	05/12/23	BEL VERIZON					5647		
23-00440	2	Verizon	4,351.91	3-01- -283-459 Telephone	Budget		110		1
23-00542	1	Verizon May Payment	7,348.17	3-01- -283-459 Telephone	Budget		180		1
			<u>11,700.08</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
40213	05/12/23	BHPHOTO B & H Photo Video					5647		
23-00516	1	Ubiquiti Networks Access Point	404.64	3-01- -185-233	Budget		158	1	
				Computer Expenses					
40214	05/12/23	BIOSHINE BIOSHINE					5647		
23-00062	4	2023 DPW JANITORIAL SUPPLIES	712.98	3-01- -205-254	Budget		61	1	
				Other Materials & Supplies					
40215	05/12/23	BRIGHTVI Bright View Engineering, LLC					5647		
23-00022	12	shop rite	510.00	3-01- -160-279	Budget		41	1	
				Prof. & Cons. Servs. Legal					
23-00022	13	Bonnie Burn Road	4,675.00	3-01- -165-281	Budget		42	1	
				Prof. & Cons. Servs. Other					
			<u>5,185.00</u>						
40216	05/12/23	CJT CENTRAL JERSEY TAX COLL.&TREAS					5647		
23-00524	1	2023 Bill Hance membership	100.00	3-01- -140-276	Budget		163	1	
				Training Aids & Programs					
40217	05/12/23	CMSCONST CMS Construction Inc.					5647		
23-00230	2	storm culvert repairs	179,746.21	2-01- -610-201	Budget		79	1	
				Infrastructure Improvements					
40218	05/12/23	COBAN COBAN Technologies, Inc.					5647		
23-00465	1	EMA Hardware Direct Service	1,725.00	3-01- -190-273	Budget		127	1	
				Other Contractual Service					
23-00465	2	DES for In-Car System Software	2,805.00	3-01- -190-271	Budget		128	1	
				Equip. Repair & Maint.					
23-00465	3	DES Software for BWC	3,200.00	3-01- -190-271	Budget		129	1	
				Equip. Repair & Maint.					
23-00465	4	Command Redact Maintenance	1,550.00	3-01- -190-271	Budget		130	1	
				Equip. Repair & Maint.					
23-00466	1	Cloud Courier Annual Renewal	2,340.00	3-01- -190-273	Budget		131	1	
				Other Contractual Service					
			<u>11,620.00</u>						
40219	05/12/23	COMMS COMMUNICATIONS SPECIALISTS					5647		
23-00049	6	Monthly Radio/Lighting Repairs	494.00	3-01- -190-268	Budget		58	1	
				Communications Equip. Serv.					
23-00470	1	Vehicle lighting	1,627.00	2-01- -610-206	Budget		132	1	
				Electric Vehicle					
			<u>2,121.00</u>						
40220	05/12/23	DAR Creative Product Sourcing Inc					5647		
23-00453	1	Misc DARE Graduation T-shirts	525.15	3-01- -190-229	Budget		119	1	
				Dare Supplies					
40221	05/12/23	DOORB DOOR BOY GARAGE DOORS & OPENER					5647		
23-00503	1	Phillips Field garage door	1,728.00	3-01- -155-266	Budget		153	1	
				Building Repair & Maintenance					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
40222	05/12/23	DSE DARROW'S SPORTING EDGE					5647		
23-00483	1	WILSON EVOLUTION BASKETBALLS	239.97	3-01- -245-209 Travel Basketball	Budget		135	1	
40223	05/12/23	ECAS 22 Auto Spa LLC					5647		
23-00459	1	Dec'22-Mar'23 PD Car Washes	368.15	3-01- -190-282 Specialized Services	Budget		123	1	
40224	05/12/23	FEDEX FEDEX					5647		
23-00433	2	planning board postage	3.38	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		105	1	
23-00433	3	planning board postage	45.75	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		106	1	
23-00433	4	planning board postage	156.35	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		107	1	
23-00433	5	planning board postage	5.20	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		108	1	
23-00433	6	planning board postage	8.20	3-01- -160-281 Prof. & Cons. Servs. Other	Budget		109	1	
			<u>218.88</u>						
40225	05/12/23	FERRONI LOUIS FERRONI					5647		
23-00519	1	ROUND TOP MEMBER DISCOUNT	840.00	3-01- -245-202 Summer Camp	Budget		159	1	
40226	05/12/23	FLEM FLEMINGTON DEPARTMENT STORE					5647		
23-00402	2	2023 DPW CLOTHING ALLOWANCE	1,136.72	3-01- -205-239 Uniforms, Clothing Expense	Budget		100	1	
40227	05/12/23	FORT SUN LIFE FINANCIAL					5647		
23-00488	1	May Payment	500.46	3-01- -175-394 Life Insurance	Budget		138	1	
40228	05/12/23	GFG GRAY'S FLORIST & GREENHOUSE					5647		
23-00478	1	Washed in Pink Arrangement	89.99	3-01- -110-278 Community Relations	Budget		133	1	
40229	05/12/23	GLS GROVE LOCK & SAFE CO.					5647		
23-00076	3	2023 DPW REPAIR/MAINTENANCE	165.00	3-01- -155-273 Bldg.-Other Contracted Serv.	Budget		62	1	
23-00454	1	Keys Cut by Code	460.00	3-01- -190-227 Office Supplies & Materials	Budget		120	1	
23-00454	2	rekey of cam lock	28.50	3-01- -190-227 Office Supplies & Materials	Budget		121	1	
			<u>653.50</u>						
40230	05/12/23	HANC2 MARYANN HANCE					5647		
23-00008	4	Health insurance spouse April	381.51	3-01- -175-393 Health Benefits Plan	Budget		12	1	
23-00008	5	Health insurance spouse May	381.51	3-01- -175-393 Health Benefits Plan	Budget		13	1	

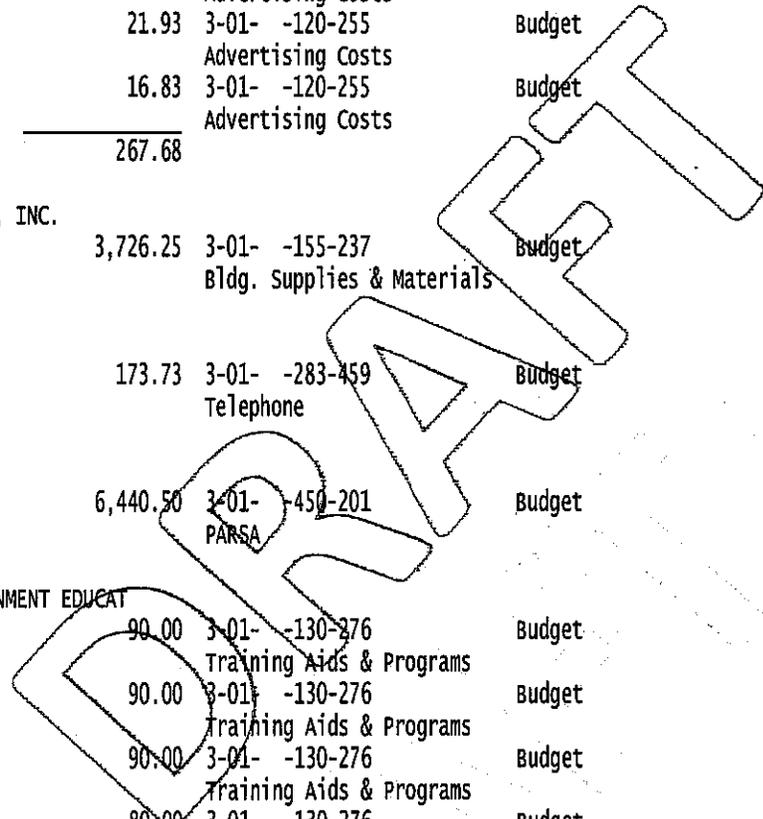


Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund		Continued			
40230	MARYANN HANCE	Continued					
23-00008	6	Health insurance spouse June	381.51	3-01- -175-393	Budget		14 1
			<u>1,144.53</u>	Health Benefits Plan			
40231	05/12/23	HANCE WILLIAM HANCE					5647
23-00007	14	QUESTBLUE 5/24/23	27.00	3-01- -283-459	Budget		10 1
				Telephone			
23-00007	15	Zoom 5/11 & 6/11	170.60	3-01- -110-278	Budget		11 1
			<u>197.60</u>	Community Relations			
40232	05/12/23	HATFIELD Hatfield Schwartz Law Group					5647
23-00522	1	Martino lawsuit	5,607.00	3-01- -145-279	Budget		161 1
				Prof. & Cons. Serv. Legal			
40233	05/12/23	HODE2 HOME DEPOT CREDIT SERVICES					5647
23-00079	5	2023 DPW PURCHASES	3,003.01	3-01- -205-244	Budget		64 1
				Hardware and Minor Tools			
40234	05/12/23	HOFF HOFFMAN TIRE CO., INC.					5647
23-00078	2	2023 DPW REPAIR/SERVICE	1,573.95	3-01- -205-249	Budget		63 1
				Tires and Tubes			
40235	05/12/23	INTERGLO Interglobe Communications					5647
23-00537	1	May Payment	1,206.49	3-01- -283-459	Budget		172 1
				Telephone			
40236	05/12/23	JPMONZO JPMonzo Municipal Consulting					5647
23-00268	3	Webinar 5/23/23 Bill Hance	50.00	3-01- -130-276	Budget		81 1
				Training Aids & Programs			
40237	05/12/23	JSSP JOHNSTONE SUPPLY- S. PLAINFIELD					5647
23-00082	2	2023 DPW PURCHASES/SUPPLIES	458.24	3-01- -155-284	Budget		65 1
				HVAC Repairs			
23-00082	3	2023 DPW PURCHASES/SUPPLIES	752.32	3-01- -155-284	Budget		66 1
				HVAC Repairs			
23-00082	4	2023 DPW PURCHASES/SUPPLIES	175.63	3-01- -155-284	Budget		67 1
			<u>1,386.19</u>	HVAC Repairs			
40238	05/12/23	JVDTOWIN JVD TOWING SERVICE, LLC					5647
23-00486	1	FORD F550 TOWING	175.00	3-01- -205-273	Budget		136 1
				Other Contractual Services			
40239	05/12/23	LAWME LAWREN SUPPLY CO. OF N.J.					5647
23-00373	1	Point Blank AXBIIIA	2,406.84	3-01- -190-239	Budget		92 1
				Uniforms, Clothing Expense			
40240	05/12/23	LAWSONPR LAWSON PRODUCTS					5647
23-00083	2	2023 DPW SUPPLIES	506.04	3-01- -205-254	Budget		68 1
				Other Materials & Supplies			



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
40241	05/12/23	LINNU FRANCIS P LINNUS ESQ							5647
23-00005	10	Bonnie Burn lawsuit	1,955.25	2-01- -165-281	Budget		7	1	
				Prof. & Cons. Servs. Other					
23-00005	11	general planning	74.25	3-01- -160-281	Budget		8	1	
				Prof. & Cons. Servs. Other					
23-00005	12	Bonnie Burn Road	577.50	3-01- -160-281	Budget		9	1	
				Prof. & Cons. Servs. Other					
			<u>2,607.00</u>						
40242	05/12/23	LMON LINDA MONETTI							5647
23-00492	1	EVENT BANNER	66.77	3-01- -245-201	Budget		146	1	
				Community Picnic					
23-00499	1	SAND ART SUPPLIES & 90'S DECOR	332.07	3-01- -245-201	Budget		152	1	
				Community Picnic					
			<u>398.84</u>						
40243	05/12/23	MARMIC Marmic Associates							5647
23-00003	16	APRIL proactive maintenance	990.00	3-01- -115-233	Budget		1	1	
				Computer Expenses					
23-00003	17	APRIL CLOUD BACKUP	200.00	3-01- -115-233	Budget		2	1	
				Computer Expenses					
23-00003	18	April serices	2,625.00	3-01- -115-233	Budget		3	1	
				Computer Expenses					
			<u>3,815.00</u>						
40244	05/12/23	NATCH NATURE'S CHOICE CORP.							5647
23-00091	1	2023 40-YD ROLL-OFF CONTAINER	2,756.40	3-01- -155-283	Budget		69	1	
				bidg. Unclassified					
40245	05/12/23	NJAW2 NJ AMERICAN WATER COMPANY							5647
23-00540	1	May Payment	68.41	3-01- -415-464	Budget		174	1	
				Water					
23-00540	2	Stonegate Hydrants	776.28	3-01- -283-664	Budget		175	1	
				Water (fire hydrant)					
23-00540	3	Stonegate Hydrants	285.12	3-01- -283-664	Budget		176	1	
				Water (fire hydrant)					
23-00540	4	Other Water charges	3,320.27	3-01- -283-564	Budget		177	1	
				Water					
23-00540	5	Other water charges	17,334.20	3-01- -283-664	Budget		178	1	
				Water (fire hydrant)					
			<u>21,784.28</u>						
40246	05/12/23	NJCOP N.J.S.A.C.O.P.							5647
23-00460	1	Accreditation Program Fee 2023	1,666.00	3-01- -190-256	Budget		124	1	
				Membership Dues					
40247	05/12/23	NJGRAVEL NJ GRAVEL & SAND CO.							5647
23-00386	1	DELAWARE RIVER GRAVEL	2,200.00	3-01- -155-254	Budget		96	1	
				Other Materials & Supplies					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
CURRENT FUND		Investors Bank Current Fund		Continued				
40248	05/12/23	NJHMG005 New Jersey Hills Media Group						5647
23-00187	2	2023 tax list	48.67	3-01- -140-255	Budget		78	1
				Advertising Expenses				
23-00406	1	Legal Ads	90.49	3-01- -120-255	Budget		101	1
				Advertising Costs				
23-00406	2	Legal Ads	22.95	3-01- -120-255	Budget		102	1
				Advertising Costs				
23-00490	1	Legal Ads	21.93	3-01- -120-255	Budget		139	1
				Advertising Costs				
23-00490	2	Legal Ads	20.91	3-01- -120-255	Budget		140	1
				Advertising Costs				
23-00490	3	Legal Ads	23.97	3-01- -120-255	Budget		141	1
				Advertising Costs				
23-00490	4	Legal Ads	21.93	3-01- -120-255	Budget		142	1
				Advertising Costs				
23-00490	5	Legal Ads	16.83	3-01- -120-255	Budget		143	1
				Advertising Costs				
			<u>267.68</u>					
40249	05/12/23	NORTHERN NORTHERN NURSERIES, INC.						5647
23-00384	3	trees & shrubs	3,726.25	3-01- -155-237	Budget		95	1
				Bldg. Supplies & Materials				
40250	05/12/23	OPTIMUM Optimum						5647
23-00538	1	Optimum	173.73	3-01- -283-459	Budget		173	1
				Telephone				
40251	05/12/23	PARSA P.A.R.S.A.						5647
23-00009	6	maintenance fee 3D QTR	6,440.50	3-01- -450-201	Budget		15	1
				PARSA				
40252	05/12/23	PGE PROFESSIONAL GOVERNMENT EDUCAT						5647
23-00504	1	5/18/23 webinar	90.00	3-01- -130-276	Budget		154	1
				Training Aids & Programs				
23-00504	2	5/09/23 webinar	90.00	3-01- -130-276	Budget		155	1
				Training Aids & Programs				
23-00504	3	5/02/23 webinar	90.00	3-01- -130-276	Budget		156	1
				Training Aids & Programs				
23-00504	4	6/06/23 webinar	80.00	3-01- -130-276	Budget		157	1
				Training Aids & Programs				
			<u>350.00</u>					
40253	05/12/23	PINTO PINTO BROTHERS						5647
23-00093	4	2023 8-YD ROLL-OFF CONTAINER	364.25	3-01- -155-273	Budget		70	1
				Bldg.-Other Contracted Serv.				
40254	05/12/23	PROTECH PROTECH PRODUCTS, LLC						5647
23-00380	1	PET FOUNTAIN - MOBUS FIELD	4,309.66	3-01- -155-268	Budget		94	1
				Communication Equip. Service				



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
40255	05/12/23	PSEG PSE&G CO.					5647		
23-00543	1	Street Lighting	19,864.60	3-01- -283-263	Budget		181	1	
				Electricity					
23-00543	2	Building Electricity	13,438.46	3-01- -283-163	Budget		182	1	
				Electricity					
23-00543	3	Building Gas	3,295.18	3-01- -283-362	Budget		183	1	
				Heating/AC					
23-00543	4	Sewer	971.33	3-01- -225-263	Budget		184	1	
				Gas &.Electric					
			<u>37,569.57</u>						
40256	05/12/23	RACKSPAC Rackspace Email and Apps					5647		
23-00131	6	2023 email services	957.00	3-01- -115-233	Budget		76	1	
				Computer Expenses					
40257	05/12/23	RAP READ AUTO PARTS					5647		
23-00096	4	2023 DPW REPAIRS/PARTS	1,490.78	3-01- -205-247	Budget		71	1	
				Vehicular Parts & Accessories					
40258	05/12/23	REMINGTO Remington & Vernick Engineers					5647		
23-00016	35	General Engineering	1,371.50	3-01- -150-281	Budget		29	1	
				Prof. & Cons. Serv. Other					
23-00016	36	General Engineering	22,100.00	3-01- -150-281	Budget		30	1	
				Prof. & Cons. Serv. Other					
23-00016	37	KRE Group	600.00	3-01- -150-281	Budget		31	1	
				Prof. & Cons. Serv. Other					
23-00016	38	Storm culvert repairs	25,702.00	2-01- -610-201	Budget		32	1	
				Infrastructure Improvements					
23-00016	39	land disturbances	253.50	3-01- -150-281	Budget		33	1	
				Prof. & Cons. Serv. Other					
23-00016	40	land disturbances	1,900.00	3-01- -150-281	Budget		34	1	
				Prof. & Cons. Serv. Other					
23-00016	70	engineering services	500.00	3-01- -150-281	Budget		35	1	
				Prof. & Cons. Serv. Other					
23-00016	71	culvert repairs	4,819.37	2-01- -610-201	Budget		36	1	
				Infrastructure Improvements					
23-00016	72	general engineering	16,605.00	3-01- -150-281	Budget		37	1	
				Prof. & Cons. Serv. Other					
23-00016	73	KRE Group	600.00	3-01- -150-281	Budget		38	1	
				Prof. & Cons. Serv. Other					
23-00016	74	general engineering March	22,100.00	3-01- -150-281	Budget		39	1	
				Prof. & Cons. Serv. Other					
			<u>95,951.37</u>						
40259	05/12/23	RG Ruderman & Roth LLC					5647		
23-00017	4	March labor attorney services	7,095.00	3-01- -145-211	Budget		40	1	
				Labor Attorney					
40260	05/12/23	RILEIGHS RILEIGHS OUTDOOR DECOR					5647		
23-00523	1	Welcome banner	1,990.98	3-01- -215-273	Budget		162	1	
				Other Contractual Services					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND		Investors Bank Current Fund	Continued				5647
40261	05/12/23	ROMEJOS ROMEO ENTERPRISES					137 1
23-00487	1	AMS OIL SUPPLIES	47.47	3-01- -205-252 Motor Oils & Lubricants	Budget		
40262	05/12/23	RPINT RAUL M PINTO					5647
23-00347	4	4/12 & 4/26 interpretor	412.50	3-01- -405-282 Specialized Services	Budget		90 1
40263	05/12/23	RUT RUTGERS UNIVERSITY					5647
23-00458	1	IIMC 2023 Athenian Dialouge	143.00	3-01- -120-274 Conference Expense	Budget		122 1
40264	05/12/23	SDL Spatial Data Logic					5647
23-00394	1	SDL Hosting Service 5 year	30,000.00	3-01- -250-233 Computer Expenses	Budget		97 1
23-00394	2		28,400.00	3-01- -610-203 Office Equipment	Budget		98 1
23-00394	3	SDL Hosting Service 5 year	19,600.00	3-01- -610-203 Office Equipment	Budget		99 1
			<u>78,000.00</u>				
40265	05/12/23	SPEENEY2 Doug Speeney					5647
23-00378	4	plants	356.86	3-01- -275-227 Office Supplies & Materials	Budget		93 1
40266	05/12/23	SPSCO SOMERSET PLUMBING SUPPLY CO.					5647
23-00121	2	2023 DPW MATERIALS/SUPPLIES	380.70	3-01- -155-237 Bldg. Supplies & Materials	Budget		73 1
40267	05/12/23	STAPL STAPLES BUSINESS ADVANTAGE					5647
23-00029	15	office supplies	523.02	3-01- -110-227 Office Supplies & Materials	Budget		46 1
23-00029	16	office supplies	103.99	3-01- -150-227 Office Supplies & Materials	Budget		47 1
23-00029	17	office supplies	105.59	3-01- -110-227 Office Supplies & Materials	Budget		48 1
23-00029	18	CANON IMAGECLASS mf753cdw	649.99	3-01- -185-233 Computer Expenses	Budget		49 1
23-00029	19	TONER	387.96	3-01- -185-233 Computer Expenses	Budget		50 1
			<u>1,770.55</u>				
40268	05/12/23	TOSHI TOSHIBA BUSINESS SOLUTIONS					5647
23-00014	12	eFAX 4/15-5/15	44.84	3-01- -283-459 Telephone	Budget		16 1
23-00014	13	printer service	186.00	3-01- -120-228 Photocopy Expense	Budget		17 1
23-00014	14	printer service	186.00	3-01- -130-227 Office Supplies & Materials	Budget		18 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
40268	TOSHIBA	BUSINESS SOLUTIONS	Continued						
23-00014	15	copy fees	155.41	3-01- -130-227	Budget		19	1	
			<u>572.25</u>	Office Supplies & Materials					
40269	05/12/23	TOSHIBA Toshiba Financial Services					5647		
23-00015	10	copier lease	368.92	3-01- -120-228	Budget		20	1	
				Photocopy Expense					
23-00015	11	copier lease	3,279.18	3-01- -120-228	Budget		21	1	
				Photocopy Expense					
23-00015	12	copier lease	1,023.75	3-01- -120-228	Budget		22	1	
				Photocopy Expense					
23-00015	13	copier lease	147.00	3-01- -120-228	Budget		23	1	
				Photocopy Expense					
23-00015	14	copier lease	2,047.50	3-01- -120-228	Budget		24	1	
				Photocopy Expense					
23-00015	15	copier lease	1,950.00	3-01- -120-228	Budget		25	1	
				Photocopy Expense					
23-00015	16	copier lease	140.00	3-01- -120-228	Budget		26	1	
				Photocopy Expense					
23-00015	17	copier lease	1,561.51	3-01- -120-228	Budget		27	1	
				Photocopy Expense					
23-00015	18	copier lease	975.00	3-01- -120-228	Budget		28	1	
			<u>11,492.86</u>	Photocopy Expense					
40270	05/12/23	TREA8 TREASURER-STATE OF NEW JERSEY					5647		
23-00463	1	ENVIRONMENTAL REGULATIONS	2,000.00	3-01- -150-281	Budget		126	1	
				Prof. & Cons. Serv. Other					
40271	05/12/23	UAAVE URBAN AIR - AVENEL					5647		
23-00309	1	CAMP TRIP AUG. 4TH	1,970.55	3-01- -245-202	Budget		83	1	
				Summer Camp					
40272	05/12/23	UPS THE UPS STORE					5647		
23-00053	6	Shipping Charges for PD	256.93	3-01- -190-257	Budget		59	1	
				Postage					
40273	05/12/23	VANDERFL Christopher VanderFliet					5647		
23-00427	2	reimbursement Michaels	68.21	3-01- -280-227	Budget		104	1	
				Office Supplies/Materials					
40274	05/12/23	VW VERIZON WIRELESS					5647		
23-00541	1	May Bill	259.34	3-01- -283-459	Budget		179	1	
				Telephone					
40275	05/12/23	WAR01 WARRENVILLE HARDVILLE					5647		
23-00110	4	2023 DPW MATERIALS/SUPPLIES	1,482.79	3-01- -155-232	Budget		72	1	
				General Supplies					

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CURRENT FUND		Investors Bank Current Fund		Continued					
40276	05/12/23	WAT04 WATCHUNG BOROUGH GRANT FUND					5647		
23-00532	1	2023 grants	207,000.00	3-01- -510-202 Local Share Expenses	Budget		167	1	
40277	05/12/23	WAT05 WATCHUNG BOROUGH CAPITAL ACCT.					5647		
23-00533	1	capital improvement fund	100,000.00	3-01- -605-201 Capital Impr. Fund Expense	Budget		168	1	
23-00534	1	deferred charges	80,500.00	3-01- -720-203 Deferred Charges	Budget		169	1	
			<u>180,500.00</u>						
40278	05/12/23	WAT8 WATCHUNG RESCUE SQUAD					5647		
23-00535	1	2023 budget funding & stipend	42,354.40	3-01- -195-283 Unclassified Expenses	Budget		170	1	
40279	05/12/23	WBMAS WB MASON					5647		
23-00152	5	office supplies	256.39	3-01- -150-227 Office Supplies & Materials	Budget		77	1	
40280	05/12/23	WF WINNER FORD					5647		
23-00343	1	SA-315 Mount Kit for Speaker	52.92	3-01- -190-223 vehicular Equipment (Cars)	Budget		84	1	
23-00343	2	Kit, MTG 12-LT 2021 Tahoe	216.00	3-01- -190-223 vehicular Equipment (Cars)	Budget		85	1	
23-00343	3	Cover Top Pass 2021 Tahoe	50.76	3-01- -190-223 vehicular Equipment (Cars)	Budget		86	1	
23-00343	4	Cover Top Drvr 2021 Tahoe	50.76	3-01- -190-223 vehicular Equipment (Cars)	Budget		87	1	
23-00343	5	Base, Housing Pass 2021 Tahoe	50.76	3-01- -190-223 vehicular Equipment (Cars)	Budget		88	1	
23-00343	6	Base, Housing Drvr 2021 Tahoe	50.76	3-01- -190-223 vehicular Equipment (Cars)	Budget		89	1	
			<u>471.96</u>						
40281	05/12/23	ZAITON Sherif Zaiton					5647		
23-00491	1	Hotpoint Gas Dryer	462.40	3-01- -610-202 Buildings & Grounds Improvements	Budget		144	1	
23-00491	2	Vissani Refrigerator White	398.40	3-01- -610-202 Buildings & Grounds Improvements	Budget		145	1	
			<u>860.80</u>						
40282	05/12/23	ATACARE AMERICAN TIRE & AUTO CARE					5648		
23-00052	1	2023 DPW AUTO REPAIR/TIRES	999.54	3-01- -185-247 Vehicular Parts & Acces.	Budget		2	1	
40283	05/12/23	AVANG005 Avangate Inc dba 2Checkout					5648		
23-00334	1	All Mobirise Themes\Extensions	149.00	3-01- -190-273 Other Contractual Service	Budget		5	1	
40284	05/12/23	ESMCI EMERGENCY SERVICES					5648		
23-00308	1	YEAR 2 OF 5 YEAR SUBSCRIPTION	660.00	3-01- -185-224 Communications Equip.	Budget		3	1	

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CURRENT FUND		Investors Bank Current Fund		Continued					
40285	05/12/23	FSD FIELD STATION DINOSAURS					5648		
23-00549	1	CAMP TRIP BALANCE WEEK #3	847.50	3-01- -245-202 Summer Camp	Budget		13	1	
40286	05/12/23	IRONPEAK Iron Peak Sports & Events					5648		
23-00545	1	SUMMER CAMP RESERVATION	2,430.00	3-01- -245-202 Summer Camp	Budget		11	1	
40287	05/12/23	PIU PUMP IT UP					5648		
23-00550	1	CAMP TRIP BALANCE WEEK #2	841.20	3-01- -245-202 Summer Camp	Budget		14	1	
40288	05/12/23	POWERD PowerDMS					5648		
23-00514	1	PowerPolicy Pro Subscription	4,834.34	3-01- -190-276 Training Aids & Program	Budget		8	1	
23-00514	2	PowerStandards for NJSACOP	550.00	3-01- -190-276 Training Aids & Program	Budget		9	1	
			<u>5,384.34</u>						
40289	05/12/23	PSI POWERHOUSE STUDIOS INC					5648		
23-00547	1	TRIP BALANCE FOR WEEK #4	1,175.00	3-01- -245-202 Summer Camp	Budget		12	1	
40290	05/12/23	SPORT sportworld					5648		
23-00552	1	Green/white Polo Shirts	240.00	3-01- -110-278 Community Relations	Budget		16	1	
40291	05/12/23	STL N.J. STATE TOXICOLOGY LAB					5648		
23-00367	1	Drug Testing for Employment	45.00	3-01- -190-282 Specialized Services	Budget		6	1	
23-00509	1	4 Random Drug Tests	180.00	3-01- -190-282 Specialized Services	Budget		7	1	
			<u>225.00</u>						
40292	05/12/23	TREA TREASURER, STATE OF NJ - DCA					5648		
23-00551	1	TA LICENSE FEE	91.00	3-01- -250-256 Membership Dues	Budget		15	1	
40293	05/12/23	ULINE uline ship.Supply Specialist					5648		
23-00321	1	SUPPLIES	1,298.66	3-01- -185-227 Office Supplies & materials	Budget		4	1	
23-00518	1	FIRST AID KIT SUPPLIES	454.85	3-01- -155-232 General Supplies	Budget		10	1	
			<u>1,753.51</u>						
40294	05/12/23	VERFLEET Verizon - Connect NWF, Inc.					5648		
23-00051	6	Monthly GPS for Patrol	307.04	3-01- -190-268 Communications Equip. Serv.	Budget		1	1	

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operation pride supplies</td> <td>108.72</td> <td>G-03-</td> <td>-520-116</td> <td>Budget</td> <td></td> <td>2</td> <td>1</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Clean Communities Grant 2019</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="10"> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Checking Account Totals</td> <td></td> <td><u>Paid</u></td> <td><u>Void</u></td> <td><u>Amount Paid</u></td> <td><u>Amount Void</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>Checks:</td> <td>3</td> <td>0</td> <td>7,831.12</td> <td>0.00</td> <td colspan="4"></td> </tr> <tr> <td></td> <td>Direct Deposit:</td> <td>0</td> <td>0</td> <td>0.00</td> <td>0.00</td> <td colspan="4"></td> </tr> <tr> <td></td> <td>Total:</td> <td><u>3</u></td> <td><u>0</u></td> <td><u>7,831.12</u></td> <td><u>0.00</u></td> <td colspan="4"></td> </tr> </table> </td> </tr> <tr> <td colspan="10"> <table border="0" style="width: 100%;"> <tr> 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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PNC DEV ESCROW		Investors Developer Escrow		Continued					
15539	Remington & Vernick	Engineers		Continued					
23-00016	42	Engineering review	150.00	E-E12-090 1691 Route 22	Project		4	1	
23-00016	43	Engineering review	150.00	E-E22-0272 25 Price Drive 22-00272	Project		5	1	
23-00016	44	Engineering review	100.00	E-E22-0005 115 Vail Lane 22-00005	Project		6	1	
23-00016	45	Engineering review	100.00	E-E22-0137 46 Orchard Road gcp22-00137	Project		7	1	
23-00016	46	Engineering review	100.00	E-E11-117 Upper Dr & Johnston Tennenbaum	Project		8	1	
23-00016	47	Engineering review	200.00	E-E23-0028 58 Skyline Drive	Project		9	1	
23-00016	48	Engineering review	200.00	E-E23-0030 138 Oakwood Road West	Project		10	1	
23-00016	49	Engineering review	200.00	E-E23-0030 138 Oakwood Road West	Project		11	1	
23-00016	50	Engineering review	300.00	E-E06-160 185 Knollwood East	Project		12	1	
23-00016	51	Engineering review	281.54	E-E06-160 185 Knollwood East	Project		13	1	
23-00016	52	Engineering review	18.46	E-E21-0273 185 Knollwood Drive	Project		14	1	
23-00016	53	engineering services	100.00	E-E22-0137 46 Orchard Road gcp22-00137	Project		15	1	
23-00016	54	engineering services	100.00	E-E21-0273 185 Knollwood Drive	Project		16	1	
23-00016	55	engineering services	100.00	E-R022-031 155 Parlin Lane	Project		17	1	
23-00016	56	engineering services	127.50	E-E22-0137 46 Orchard Road gcp22-00137	Project		18	1	
23-00016	57	engineering services	100.00	E-E22-0080 424 Johnston Drive gcp22-00080	Project		19	1	
23-00016	58	engineering services	222.50	E-E22-0100 175 Parlin Lane GCP-22-00100	Project		20	1	
23-00016	59	engineering services	50.00	E-R022-031 155 Parlin Lane	Project		21	1	
23-00016	60	engineering services	100.00	E-E23-0068 17 Falls View	Project		22	1	
23-00016	61	engineering services	100.00	E-E23-0069 19 Falls View	Project		23	1	
23-00016	62	engineering services	100.00	E-E22-0080 424 Johnston Drive gcp22-00080	Project		24	1	
23-00016	63	engineering services	150.00	E-E82022 155 Parlin Lane - Janota	Project		25	1	
23-00016	64	engineering services	100.00	E-E23-0029 195 Anderson Road	Project		26	1	
23-00016	65	engineering services	100.00	E-E22-0061 74 Lakeview Avenue E22-00061	Project		27	1	
23-00016	66	engineering services	50.00	E-E22-0080 424 Johnston Drive gcp22-00080	Project		28	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
PO #	Item	Description							
PNC DEV ESCROW Investors Developer Escrow Continued									
15539	Remington & Vernick Engineers	Continued							
23-00016	67	engineering services	100.00	E-BA21-02 1691 Route 22 BA21-02	Project		29	1	
23-00016	68	engineering services	200.00	E-E23-0068 17 Falls View	Project		30	1	
23-00016	69	engineering services	200.00	E-E23-0069 19 Falls View	Project		31	1	
			<u>4,100.00</u>						
15540	05/12/23	WANG De Zhi Wang							5645
23-00528	1	escrow return	277.50	E-E20-162 610 Johnston Drive E20-162	Project		35	1	
Checking Account Totals									
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	7	0	10,500.50	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	<u>7</u>	<u>0</u>	<u>10,500.50</u>	<u>0.00</u>			
PNC OTHER ESC Investors Savings Other Escrow									
15405	04/21/23	WALKERDI Walker Display, Inc.							5629
23-00393	7	Aluminum Moulding, unfinished	20.00	T-93- -100-110 Watchung Public Library Advisory Board	Budget		1	1	
15406	04/21/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5629
23-00473	1	Watchung Boro PD Payroll	12,325.00	(Replaced By: PNC OTHER ESC 139) T-93- -100-5ED Extra Duty Solutions Funds	Budget	04/30/23 VOID	2	1	
15407	04/21/23	WAT03 WATCHUNG BOROUGH CURRENT FUND							5629
23-00474	1	Watchung Boro PD Admin Fees	3,190.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		3	1	
139	04/30/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5629
23-00473	1	Watchung Boro PD Payroll	12,325.00	(Replacement of: PNC OTHER ESC 15406) T-93- -100-5ED Extra Duty Solutions Funds	Budget		2	1	
140	05/11/23	WAT01 WATCHUNG BORO. PAYROLL ACCT.							5640
23-00501	1	Watchung Boro PD Payroll	11,985.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1	1	
23-00501	2	Watchung Boro PD Payroll	1,507.50	T-93- -100-502 Levin Management (Blue Star)	Budget		2	1	
23-00501	3	Watchung Boro PD Payroll	2,040.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		3	1	
			<u>15,532.50</u>						
15408	05/12/23	CLEARPOI Clearpoint Designs							5646
23-00531	1	Tribute banners	228.00	T-93- -100-113 Hometown Heroes Banner Project	Budget		6	1	
15409	05/12/23	REEFCO Reefco Aquarium Service, LLC							5646
23-00129	8	library aquarium services	100.00	T-93- -100-110 Watchung Public Library Advisory Board	Budget		1	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
PNC OTHER ESC Investors Savings Other Escrow Continued							
15410	05/12/23	TREA1 TREASURER, ST OF NJ					5646
23-00530	1	marriage licenses	25.00	T-93- -100-203	Budget		5 1
				Marriage Licenses / Domestic Partnership			
15411 05/12/23 WAT03 WATCHUNG BOROUGH CURRENT FUND							
23-00502	1	Watchung Boro PD Admin Fees	3,102.00	T-93- -100-5ED	Budget		5646
				Extra Duty Solutions Funds			
23-00502	2	Watchung Boro PD Admin Fees	318.25	T-93- -100-502	Budget		3 1
				Levin Management (Blue Star)			
23-00502	3	Watchung Boro PD Admin Fees	480.00	T-93- -100-51M	Budget		4 1
				Miscellaneous One Time Jobs			
			3,900.25				
Checking Account Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	8	1	35,320.75	12,325.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	8	1	35,320.75	12,325.00	
WCF Watchung Community Foundation							
160	04/21/23	NORTHERN NORTHERN NURSERIES, INC.					5634
23-00384	1	TREES FOR THE 911 MEMORIAL	1,293.00	w-99- -100-102	Budget		1 1
				911 Memorial			
158 05/10/23 POLYWOOD Poly-Wood, LLC							
23-00412	1	Yacht Club 48" Bench	778.00	w-99- -100-104	Budget		5639
				Watchung Historic Preservation Fund			
Checking Account Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	2	0	2,071.00	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	2	0	2,071.00	0.00	
Report Totals							
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	194	3	2,030,228.08	15,127.67	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	194	3	2,030,228.08	15,127.67	

Totals by Year-Fund

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	247,315.39	0.00	0.00	247,315.39
Current Fund	3-01	1,722,649.65	0.00	0.00	1,722,649.65
Capital Fund	C-02	3,992.87	0.00	0.00	3,992.87
	D-11	31.80	0.00	0.00	31.80
Grant Fund	G-03	7,831.12	0.00	0.00	7,831.12
	H-06	515.00	0.00	0.00	515.00
	T-93	35,320.75	0.00	0.00	35,320.75
	W-99	2,071.00	0.00	0.00	2,071.00
Total of All Funds:		<u>2,019,727.58</u>	<u>0.00</u>	<u>0.00</u>	<u>2,019,727.58</u>

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Project Description	Project No.	Project Total
1691 Route 22 BA21-02	E-BA21-02	100.00
Starbucks 1666 Rt 22	E-BA22-04	132.00
175 Parlin Lane	E-BND22100	500.00
185 Knollwood East	E-E06-160	581.54
Upper Dr & Johnston Tennenbaum	E-E11-117	100.00
1691 Route 22	E-E12-090	150.00
610 Johnston Drive E20-162	E-E20-162	277.50
185 Knollwood Drive	E-E21-0273	118.46
115 Vail Lane 22-00005	E-E22-0005	100.00
1344 Johnston Drive	E-E22-0018	300.00
74 Lakeview Avenue E22-00061	E-E22-0061	100.00
424 Johnston Drive gcp22-00080	E-E22-0080	250.00
175 Parlin Lane GCP-22-00100	E-E22-0100	222.50
46 Orchard Road gcp22-00137	E-E22-0137	327.50
25 Price Drive 22-00272	E-E22-0272	150.00
58 Skyline Drive	E-E23-0028	200.00
195 Anderson Road	E-E23-0029	100.00
138 Oakwood Road West	E-E23-0030	400.00
151 Johnston Drive	E-E23-0049	750.00
17 Falls View	E-E23-0068	300.00
19 Falls View	E-E23-0069	300.00
155 Parlin Lane - Janota	E-E82022	150.00
1701 Rt 22 Shop Rite	E-PB22-01	4,741.00
155 Parlin Lane	E-RO22-031	150.00
Total of All Projects:		<u>10,500.50</u>

BOROUGH OF WATCHUNG
RESOLUTION: R5

***AUTHORIZING THE CHIEF FINANCIAL OFFICER TO INVEST FUNDS IN THE
NEW JERSEY ASSET & REBATE MANAGEMENT PROGRAM***

BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey as follows:

1. The Mayor and Council hereby finds and determines that (a) the Chief Financial Officer has received and reviewed (i) the Information Statement dated as of January 3, 2005 describing the New Jersey Asset & Rebate Management Program ("NJ/ARM") and (ii) the Amended and Restated Interlocal Services Investment Agreement governing the NJ/ARM Program ("Program Agreement") and (b) the Chief Financial Officer has been afforded the opportunity to discuss NJ/ARM with the Investment Administrator and Special Counsel to NJ/ARM and the Mayor and Council has determined that it is in the best interests of the Borough of Watchung to authorize the Borough to participate in NJ/ARM.
2. The Program Agreement is hereby approved and the Chief Financial Officer is authorized to execute the Program Agreement on behalf of the Borough.
3. U.S. Bank, N.A., as Custodian for the NJ/ARM Program, is hereby approved to act as a depository of Public Funds for the Borough of Watchung and the Borough's Cash Management Plan is hereby amended to provide the same.
4. The Mayor and Council acknowledges that its decision to authorize the participation in NJ/ARM is based solely on the information set forth in the Information Statement and in the Program Agreement.
5. This resolution shall take effect immediately upon its adoption.

Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: MAY 18, 2023
INDEX: FINANCE-MISC
C: B. HANCE,

**NEW JERSEY ASSET & REBATE
MANAGEMENT PROGRAM**

**THIRD AMENDED AND RESTATED SHARED SERVICES
INVESTMENT AGREEMENT**

By and Among

THE PARTICIPATING LOCAL GOVERNMENTAL UNITS

and

PFM ASSET MANAGEMENT LLC

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of: June 25, 2014

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**NEW JERSEY ASSET & REBATE
MANAGEMENT PROGRAM**

**THIRD AMENDED AND RESTATED
SHARED SERVICES INVESTMENT AGREEMENT**

This THIRD AMENDED AND RESTATED SHARED SERVICES INVESTMENT AGREEMENT (hereinafter, the "Amended Agreement") is dated as of June 25, 2014 and is made by and among the Local Government parties now or hereafter signatory and deemed signatory hereto (collectively, the "Participants"), PFM Asset Management LLC and U.S. Bank National Association. The above-referenced parties shall hereinafter be referred to as the "Parties".

WITNESSETH:

WHEREAS, the Participants are Local Governments in the State of New Jersey who are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J. Stat. Ann. 40A:65-1 et seq.), to obtain jointly and individually professional management of investments for excess cash and for the temporary investment of proceeds of tax-exempt and taxable bonds; and

WHEREAS, certain provisions of the Internal Revenue Code of 1986, as amended, have imposed restrictions, limitations and requirements on the investment of the proceeds of tax exempt obligations by local governmental units ("Local Governments") generally; and

WHEREAS, such provisions impose on Local Governments the requirement that certain investment earnings on the proceeds of such tax exempt obligations be rebated to the Federal government; and

WHEREAS, the Arbitrage Rebate Regulations (the "Regulations") dealing with such investments provide, inter alia, that State and locality investment pools may be advantageous in assuring compliance with such rebate obligations; and

WHEREAS, the Participants have agreed to create the New Jersey Asset & Rebate Management Program (the "Program") in order to establish and maintain an investment pool (the "Joint Account") for the joint benefit of the Participants for the investment and reinvestment of the proceeds of tax-exempt and taxable bonds and excess cash and such other common funds as subsequently may be offered under the Program, and to provide also for the individual investment of such proceeds and excess cash outside of the Joint Account (the "Individual Portfolios"), if advantageous or necessary; and

WHEREAS, the Participants intend and the other parties acknowledge that the Joint Account qualifies as a "local government investment pool" as defined by the Local Fiscal Affairs Law (N.J. Stat. Ann. 40A:5-15.1(e)(2)); and

WHEREAS, since it is beneficial for the Participants to arrange for the joint investment of the funds referenced herein, it is proposed that the beneficial interest in the Program's Joint Account be divided into units of beneficial interest as hereinafter provided; and

WHEREAS, the Parties have also determined that it is beneficial in certain circumstances for the proceeds of tax exempt and taxable bonds and excess cash to be invested in Individual Portfolios and such other investment accounts as may be made available to Participants by the Program in accordance with applicable law; and

WHEREAS, the Participants recognize that in undertaking the investment of funds in accordance with the Local Fiscal Affairs Law, they benefit from skilled professional investment management and administration of the Joint Account of the Program, Individual Portfolios and such other investment accounts as may be offered by the Program, including the investment in certificates of deposit on a shared-services basis under applicable law or Individual Portfolio basis to the extent permitted under applicable law; and

WHEREAS, the Participants individually and jointly have designated PFM Asset Management LLC as the Investment Administrator of the Program under this Agreement to invest the assets deposited by the Participants and to administer the Program in accordance with this Agreement; and

WHEREAS, the Participants individually and jointly wish to designate U.S. Bank National Association as the Custodian of the assets deposited by the Participants in the Program and the interest earned thereon; and

WHEREAS, the Parties by this Agreement intend further to amend and restate the Second Amended and Restated Interlocal Services Investment Agreement dated as of October 1, 2009, and to continue the Program for the mutual benefit of the Participants;

NOW, THEREFORE, the Participants hereby declare their intention to be and remain Participants of the Program for the joint investment, and the individual investment as regards any particular Participant, of all Investment Funds (as defined herein) deposited with the Program and the same shall be managed and disposed of in accordance with the provisions of this Third Amended and Restated Agreement:

ARTICLE I

General

1.1. Purpose. This Agreement is entered into by the Participants in order to reaffirm the Program, consistent with the requirements of the Shared Services Act and the Local Fiscal Affairs Law. The Program has been created for the purpose of providing to Local Governments that become Participants an investment option for funds on hand, including where applicable operating funds, cash balances, reserve funds, the proceeds of taxable and tax-exempt bonds; rebate calculation pursuant to the Code; and advice in connection with the discharge of their legal obligation to invest their capital funds obtained through the issuance of tax-exempt debt and to rebate to the Federal government certain investment earnings.

1.2. Approval of Agreement. Each Local Government desiring to be a Participant in the Program shall be deemed a signatory to and to have approved this Agreement upon adoption or enactment of an ordinance or a resolution, as appropriate, of the governing body of such Local Government, or such other appropriate document or certificate of an Authorized Officer of such Local Government authorized to approve such document, approving the deposit of the cash of such Local Government, including the proceeds of debt obligations, in the Program and delivery of such resolution, certified by the appropriate official of such Local Government, or such certificate, if appropriate, to the Investment Administrator.

1.3. Definitions. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except or unless the context may otherwise specify. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Agreement unless otherwise specified. In addition to the terms elsewhere defined in this Agreement, the following terms shall have the following meanings:

"Agreement" shall mean this Third Amended and Restated Shared Services Investment Agreement as amended from time to time. References in this Agreement to "Contract", "hereof", "hereto" and "hereunder" shall be deemed to refer to this Agreement rather than the Article or section in which such words appear.

"Auditor" shall mean Ernst & Young LLP, Philadelphia, Pennsylvania, so long as it is the incumbent of the position of Auditor under Article VIII of this Agreement, and its successors appointed under Section 8.2 of this Agreement.

"Authorized Officer" shall mean for each Participant the chief financial officer of the Participant or such other officer designated in writing by the governing body of such Participant.

"Beneficial Account" shall mean an account maintained under the direction of the Investment Administrator which records a Participant's interest in funds invested by such Participant in the Program in any of the Joint Account, an Individual Portfolio, or other investment vehicle.

"Bonds" shall mean bonds, notes or other obligations authorized for any Local Government under any of the laws of the State.

"Business Day" shall mean a day on which (1) both the Federal Reserve Bank of New York and the Custodian are open for business, and (2) the primary trading markets for the Program's portfolio instruments are open and the Program's management believes there is adequate market to meet purchase and redemption requests. Additionally, the Program is authorized not to open for trading on a day that is otherwise a Business Day if the Securities Industry and Financial Markets Association ("SIFMA") recommends that the primary trading markets close. The Program may also close early on a Business Day if the SIFMA recommends that primary trading markets close early. In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations on the Good Friday holiday, the Program will not be open for business on Good Friday even if the primary trading markets are open. Specifically, on Good Friday, no Federal Reserve wire settlement will occur, purchases and redemptions will not be accepted and no settlement will occur for the Program.

"Cash Management Agent" shall mean a bank selected by the Investment Administrator to provide the services of receiving and disbursing cash from and to Participants and the Custodian and upon Proper Instructions to pay the expenses of the Program, to receive cash amounts due to the Program and to provide for temporary investment of cash held by the Program, all as may be agreed between such bank and the Investment Administrator on behalf of the Program.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Custodian" shall mean U.S. Bank National Association, so long as it is the incumbent of the position of Custodian under Article V of this Agreement, and its successors appointed under Section 5.14 of this Agreement.

"Deposit Procedures" shall mean the procedures for transmitting Investment Funds for investment in the Joint Account or an Individual Portfolio as described in the Program's then current Information Statement.

"Disbursement Account or Accounts" shall mean the accounts maintained by the Custodian pursuant to Section 5.7 hereof.

"Fair Market Value" shall mean the fair market value for investments as defined in Federal Treas. Reg. §1.148-5(d)(6).

"Individual Portfolio" shall mean, as of any particular time, the assets held by the Custodian for the separate investments made by the Investment Administrator on behalf of a Participant in accordance with Section 2.2(c) of this Agreement. The assets of an Individual Portfolio, which may include NJ TERM investments, shall constitute a separate investment and shall not be deemed to constitute property of the Joint Account.

"Individual Portfolio Agreement" shall mean the agreement executed by and between a Participant and the Investment Administrator prior to the establishment of an Individual Portfolio.

"Information Statement" shall mean the currently effective document describing the Program, as updated from time to time and distributed to all current and prospective Participants.

"Investment Administrator" shall mean PFM Asset Management LLC, so long as it is the incumbent of the position of Investment Administrator under Article II of this Agreement and its successors appointed under Section 2.9 of this Agreement.

"Investment Funds" shall mean immediately available funds received by the Custodian, in accordance with the procedures described in the Program's Information Statement, for investment in the Joint Account or Individual Portfolio of the Program.

"Investment Guidelines" shall mean the guidelines and restrictions set forth in Exhibit A attached hereto, which shall be deemed to be revised from time to time to take into account changes in applicable law that either restrict or add to the authorized investments for Local Governments as may be described in the Program's then current Information Statement.

"Joint Account" shall mean that portion of the Program, the assets of which are held by the Custodian for the joint investment with all Participants in accordance with this Agreement and the Investment Guidelines as relates to the Joint Account.

"Local Fiscal Affairs Law" shall mean the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. as revised or amended from time to time or as otherwise replaced and superseded.

"Local Government" shall mean a New Jersey municipality, county, school district or a regional authority or district other than an interstate authority or district.

"NJ TERM" shall mean investments lawful for purchase by Local Governments, selected by the Investment Administrator to provide subscribing Participants with fixed-rate, fixed-term income in an Individual Portfolio as described in the Program's then current Information Statement.

"1940 Act" refers to the Investment Company Act of 1940 and the regulations promulgated thereunder, as amended.

"Participants" shall mean as of any particular time the Local Governments that are holders of record of outstanding Units in the Joint Account or that have assets in an Individual Portfolio.

"Person" shall mean and include individuals, corporations, partnerships, pools,

associations, joint ventures and other entities, whether or not legal entities, and governments and agencies and political subdivisions thereof.

"Portfolio Value" shall mean with respect to an Individual Portfolio, the Fair Market Value of the securities held therein, as determined by the Investment Administrator, on the Record Date.

"Proper Instructions" shall mean written (including telecopier, electronic, or other similar means deemed to be reliable by the Investment Administrator) or telephone instructions from a Person or Persons reasonably believed by the recipient to be a Person or Persons authorized to give the particular class of instructions. As used in this Agreement, when not otherwise specified, "Proper Instructions" refers to instructions given by the Investment Administrator.

"Record Date" shall mean the date established by the Custodian from time to time for purposes of establishing the voting interests of the Participants based on the number of Units and the Portfolio Value held at such time.

"Registration Form" shall mean the Account Registration Form as described in the Information Statement and attached as an exhibit thereto, which is required to be executed by the Participant prior to entry into the Program.

"Regulations" shall mean the Arbitrage Rebate Regulations set forth in the Internal Revenue Service Regulations, Section 1.148-0 through 1.148-11 and 1.150-1 through 1.150-2, as revised or amended from time to time or as otherwise replaced and superseded.

"Securities" shall mean bonds, debentures, notes, evidences of indebtedness and other securities or investments in accordance with the Local Fiscal Affairs Law (N.J. Stat. Ann. 40A:5-15.1), and also deposits in accordance with the Local Fiscal Affairs Law, specifically (N.J. Stat. Ann. 40A:5-14).

"Shared Services Act" shall mean the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

"Special Counsel" shall mean McManimon, Scotland & Baumann, L.L.C., Roseland, New Jersey so long as it is the incumbent of the position of Special Counsel under Section 8.1 of this Agreement and its successors appointed pursuant to Section 8.1 of this Agreement.

"State" shall mean the State of New Jersey.

"Unit" shall mean a share of beneficial interest in the Joint Account; the number of Units held by a Participant (including fractional Units) at any time shall equal the amount credited to that Participant's Beneficial Account in the Joint Account divided by \$1.00.

"Yield" shall have the same meaning ascribed to such term in the applicable provisions of the Code and in the Regulations where used in connection with Bonds and the investment of the proceeds thereof.

1.4. Duration. Subject to earlier termination in accordance with the provisions of Section 9.4, the duration of this Agreement and the Program shall expire on December 31, 2024.

1.5. Registered Office. The Registered Office of the Program in New Jersey is 821 Alexander Road, Suite 110, Princeton, New Jersey 08540 or such other office in New Jersey as designated by the Investment Administrator in a notice to the Auditor, Custodian, Participants and Special Counsel. The Investment Administrator is the Registered Agent for service of process in New Jersey.

ARTICLE II

Investment Administrator

2.1. Designation of Investment Administrator. Except as otherwise provided in this Agreement or by nonwaivable provisions of applicable law, the powers of the Program shall be exercised by or under the authority of, and the business and affairs of the Program shall be administered by PFM Asset Management LLC as Investment Administrator. The Participants in the Program have designated PFM Asset Management LLC to serve as Investment Administrator because of its experience in the professional services of advising and administering pooled funds and individual investments of local governments. By its execution of this Agreement, PFM Asset Management LLC accepts the designation as Investment Administrator and agrees to serve as Investment Administrator of the Program in accordance with this Agreement.

2.2. Investment Administrator's Authority. a) Subject to the provisions of this Agreement, the Investment Administrator shall have exclusive management of the investment and reinvestment of the assets of the Program, and each Participant hereby agrees to accept the purchases, sales or exchanges of Securities effected by the Investment Administrator in accordance with the terms and provisions of this Agreement. Each Participant shall evidence its consent to investment in the Joint Account through the completion of the applicable Registration Form as provided by the Investment Administrator. Each Participant which wishes to invest in an Individual Portfolio shall likewise evidence its consent through the execution of an Individual Portfolio Agreement with the Investment Administrator.

b) If Proper Instructions have not been received from a Participant for cash held in the Program for the benefit of the Participant, the Investment Administrator is authorized and directed to credit the cash to the Joint Account (as opposed to any Individual Portfolio held by the Participant) and invest it accordingly.

c) The Investment Administrator is authorized, with the written consent of the affected Participant, to invest a portion of the Participant's Bond proceeds or other funds in

investments in an Individual Portfolio, which may include, with the authorization of the Participant, NJ TERM investments. Unless otherwise instructed by the Participant all moneys not disbursed to or for the account of the Participant as of the maturity date of each such investment in an Individual Portfolio shall be applied to the purchase, for the account of the Participant, of Units in the Joint Account on such date. The assets of an Individual Portfolio shall be held by the Custodian for the exclusive benefit of the Participant except to the extent that any underlying documents to which the relevant Participant is a party require such assets to be held by some other Person, in which case such assets may be held by such Person. Notwithstanding, the preceding sentence, the Investment Administrator, to the extent permitted by applicable law and the Investment Guidelines, may, with the consent of the relevant Participants, arrange for the purchase, deposit with the Custodian, and the holding to maturity (or earlier redemption) of certificates of deposit, for the joint and collective benefit of such Participants acting to the extent so authorized by the Shared Services Act.

2.3. Responsibilities of the Investment Administrator. (a) The Investment Administrator shall select investments for the Investment Funds deposited in the Program by Participants and all income earned thereon.

(b) In general, in selecting such investments the Investment Administrator will:

(i) Assist the Participants in developing accurate drawdown schedules to be used for the development of an efficient investment program for the Participant;

(ii) Coordinate with the Custodian as to funds availability and direct the Custodian and the Cash Management Agent, if any, as to payment or non-payment of instruments drawn on Participants' accounts;

(iii) Coordinate with the Custodian the maintenance of ongoing records of investments, investment return and earnings by the Joint Account and the Individual Portfolios;

(iv) Conduct an investment program in accordance with arbitrage rebate requirements as interpreted by Special Counsel and, if required, complete periodic preparation of arbitrage rebate calculations and reports in accordance with the Regulations;

(v) Invest and reinvest the assets of the Joint Account and Individual Portfolios;

(vi) Arrange for delivery to the Custodian of all Securities and collateral and prepare and process all receipts, order confirmations and records needed for bookkeeping, accounting, auditing and reporting;

(vii) Calculate daily the net income of the Joint Account payable to Participants and the net asset value of the Units all in accordance with this Agreement and the Information Statement;

(viii) Prepare market valuations of all assets of the Program;

(ix) Provide to each Participant confirmation of each purchase and redemption of Units by such Participant; and

(x) Prepare and provide to each Participant monthly reports of the Participant's transactions in the Joint Account, including (a) Units purchased, issued by way of dividends, and redeemed; (b) income earned; and (c) total Units owned.

(c) The Investment Administrator shall provide to Participants with assets in an Individual Portfolio monthly reports respecting their respective investments including: (i) securities purchased and sold, (ii) securities held, (iii) the purchase date of each investment, (iv) the purchase price, (v) any accrued interest paid, (vi) the face amount, (vii) the coupon rate, (viii) the periodicity of its interest payments, (ix) the disposition price of each Security sold or redeemed, (x) disposition date, (xi) interest received, and (xii) where applicable, investment yield.

(d) The Investment Administrator shall also maintain, but not provide in the monthly reports to the Participants, (i) the information establishing that the purchase price of each Security is its Fair Market Value; and (ii) information establishing that the disposition price of each Security was its Fair Market Value.

(e) In its discretion, the Investment Administrator may enter into a cash management agreement with a Cash Management Agent pursuant to which the Cash Management Agent (i) will receive for deposit Investment Funds and such amounts as the Investment Administrator shall direct the Custodian to transfer to the Cash Management Agent and such other receipts as the Investment Administrator may direct and (ii) will pay such amounts to the Custodian and to such other Persons (including the Investment Administrator) as the Investment Administrator may direct.

(f) The records of the Program shall be open to inspection by Participants during the Program's regular business hours.

2.4. Investments. The Investment Administrator is authorized, subject to the Investment Guidelines, to: (a) conduct, operate and carry on the business of the Program; and (b) subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of such Securities as are legal investments for Local Governments under the laws of the State in effect from time to time, and to exercise any and all rights of ownership in respect of any and all such investments of every kind and description, including, without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more Persons to exercise any of said rights.

2.5. Method of Investment. The Investment Administrator shall provide for the purchase, sale, or exchange of Securities for the Joint Account and the Individual Portfolios with registered brokers or dealers, and to that end the Investment Administrator is authorized to give instructions to the Custodian or Cash Management Agent, as applicable, as to deliveries of Securities and payments of cash. The Investment Administrator is directed to obtain for the Program the most favorable execution and price which at the time is reasonably available, which price shall be the Fair Market Value. After fulfilling this primary requirement of seeking the most favorable execution and price, the Investment Administrator is hereby authorized to consider, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been furnished to the Investment Administrator or the Program by such brokers or dealers.

2.6. Collection and Payment. The Investment Administrator, for and on behalf of the Program, shall collect all property due to the Program and its Participants; cause the Program to pay all claims, including taxes, if any, against the Program's assets; to prosecute, defend, compromise or abandon any claims relating to the Program's assets; to foreclose any security interest securing any obligations by virtue of which any funds are owed to the Program; and to enter into releases, agreements and other instruments.

2.7. Liability. The Investment Administrator shall not be liable to the Participants for the results of its investment program unless and to the extent that the results reflect a breach of its duties under this Agreement, bad faith or gross negligence. The federal securities laws impose obligations, in certain circumstances on persons, like the Investment Administrator who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights under which the Program or any Participant may have under the federal securities law.

2.8. Resignation, Termination and Successors. The Investment Administrator may resign its position under this Agreement, on not less than 60 days' written notice to all the other Parties to this Agreement. Upon the giving of such notice, the Investment Administrator shall cooperate with the Custodian for the purpose of continuing or otherwise winding up the affairs of the Joint Account and the Individual Portfolios in accordance with Section 9.4 of this Agreement. The Investment Administrator may also, at any time, upon the affirmative vote of Participants holding, as of the record date, two-thirds of the aggregate number of Units and Portfolio Value invested in the Program (with each dollar of Portfolio Value being equal to one Unit for the purposes of this calculation), be terminated on not less than 60 days' notice by the

Custodian to the Investment Administrator and all Participants of record at the time of such notice. A successor Investment Administrator may be appointed by the affirmative vote of the Participants holding two-thirds of the aggregate number of Units and Portfolio Value invested in the Program (with each dollar of Portfolio Value being equal to one Unit for the purposes of this calculation) outstanding as of the record date. If the Participants fail to appoint a successor Investment Administrator within 60 days after notice of such resignation or termination, the Program shall be terminated and the assets of the Joint Account shall be liquidated by the Custodian and distributed to the Participants in proportion to their interest.

2.9. Program Expenses and Fees. (a) The Investment Administrator shall be paid a fee (the "Daily Fee"), calculated as referenced below, from which the Investment Administrator shall draw its own compensation for investing and administering the Joint Account and all other aspects of the Program (exclusive of fees payable by a Participant in respect of investments in an Individual Portfolio for the benefit of such Participant). The Investment Administrator will cause to be paid all of the fees and costs of the Custodian, Auditor, and Special Counsel, brokerage costs, and other similar expenses in respect of the Joint Account, from the Daily Fee. Except as otherwise provided in this Agreement, all of the costs of the Joint Account shall be paid by the Investment Administrator out of the Daily Fee and shall not be deducted from the assets of the Joint Account. The Daily Fee, calculated as a percentage of the value of the average annualized net assets of the Joint Account, shall accrue on a daily basis and shall be paid to the Investment Administrator from the assets of the Joint Account monthly in arrears. The method of calculating the Daily Fee shall be set forth in the Information Statement, under the heading, "Expenses of the Program." The overall expenses of the Joint Account cannot be determined in advance, except as a percentage, which may be revised from time to time in the sole determination of the Investment Administrator, of the value of the net assets held by the Joint Account. The Information Statement in effect from time to time shall contain current information as to the fees payable to the Investment Administrator for its services and the other expenses of the Joint Account comprised in the Daily Fee. In calculating the income of the Joint Account each day, the Investment Administrator shall deduct the applicable Daily Fee. The Parties acknowledge that the Participants may, pursuant to the terms of this Agreement, withdraw funds from the Joint Account or terminate their participation herein at any time in their absolute discretion.

(b) In addition to the amounts payable pursuant to subsection (a) of this Section, if any Participant shall engage the Investment Administrator to provide investments outside of the Joint Account in an Individual Portfolio, the Investment Administrator and such Participant, upon mutual execution of an Investment Portfolio Agreement, shall agree upon the terms and method of calculation and payment of the fee payable to the Investment Administrator on account of such Individual Portfolio. The Investment Administrator will cause to be paid all of the fees and costs of the Custodian, Auditor, and Special Counsel, brokerage costs, and other similar expenses, from such fee for managing such Individual Portfolio. Such costs, expenses and fees are not obligations of the Joint Account. A Participant may, pursuant to the terms of this Agreement, withdraw amounts from an Individual Portfolio or terminate participation therein at any time in its absolute discretion, subject to any market losses or early redemption penalty as may be described in the Information Statement.

2.10. Information Statement. The Investment Administrator shall have a duty to update the Information Statement and to provide copies thereof, in either paper or electronic form, all then current Participants on or before the effective date of such Information Statement.

2.11 Shared Services Agreement. It is not the intention of this Agreement to create with the Participants a general partnership, limited partnership, joint stock association, corporation, bailment or any form of legal relationship other than a shared services agreement in which a Participant holds the beneficial interests conferred by its Units in the Joint Account, its interests in certificates of deposit to the extent allowed by State law to be purchased by a shared-services entity, or its interest in the assets of its Individual Portfolio. Nothing in this Agreement shall be construed to make the Participants partners or members of a joint stock association.

ARTICLE III

Limitations of Liability of Participants and Others

3.1. No Personal Liability of Participants. No Participant shall be subject to any liability whatsoever to any Person in connection with the Program or the acts, obligations or affairs of the Program. No officer, employee or agent of any Participant shall be subject to any personal liability to any Person in connection with the Program, save only that arising from his bad faith, willful misfeasance, gross negligence or reckless disregard of his duty to such Person. Wherever reasonably practicable, every written obligation made or issued by the Program shall contain an appropriate recital to the effect that the Participants, and their officers, employees and agents shall not personally be bound by or liable thereunder, nor shall resort be had to their private property for the satisfaction of any obligation or claim thereunder.

3.2. No Liability of Program. The Parties recognize that the assets held by the Program for investment including the assets of the Individual Portfolios may be derived from the proceeds of debt obligations of Local Governments that by law may be expended only for the respective purposes for which such obligations were issued. Therefore, the Parties agree that, except as otherwise expressly provided in this Agreement in connection with redemptions and the investment and reinvestment of assets of the Program and the payment therefrom of the fees and expenses of the Investment Administrator, the Custodian, Special Counsel, and the Auditor and other similar expenses, assets held by the Program for investment are subject to requisition or disbursement only at the direction of the Participants.

3.3. Liability to Third Parties; No Partnership Authority. Neither a Participant nor the Investment Administrator shall be liable for the debts, obligations or liabilities of the Program of any kind, including under a judgment decree or order of a court, or for the acts or omissions of any other Participant, other Investment Administrator or agent or employee of any other Investment Administrator. No Participant shall be deemed the agent, representative or partner of any other Participant for any purpose, nor shall any Participant have any authority to bind, or hold itself out as having any authority to bind, any other Participant to any obligation.

ARTICLE IV

Units of Beneficial Interest in the Joint Account

4.1. Conditions of Participation. Any Local Government which desires to become a Participant in the Program shall (i) adopt and deliver to the Investment Administrator a certified copy of a resolution or ordinance of the governing body of such Local Government in compliance with the participation procedures as set forth in the Information Statement, and (ii) deliver to the Investment Administrator an executed Registration Form as set forth in the Information Statement. The Investment Administrator shall advise a Local Government whether the Local Government has satisfied the participation procedures and, upon such satisfaction, the Local Government shall be entitled to make deposits in the Program.

4.2. Deposits to the Program. (a) Each Participant shall have the right from time to time to deliver Investment Funds in any amount subject to the Regulations to the Custodian or Cash Management Agent, if any, for credit to the applicable Beneficial Account of such Participant. A Participant that wishes to make such a deposit shall give notice to the Investment Administrator, stating whether such deposit is to be invested in the Joint Account or an Individual Portfolio, and otherwise follow the participation procedures set forth in the Information Statement.

(b) The designated Beneficial Account of a Participant shall be increased upon the delivery of the Investment Funds by an amount equal to the amount of such funds deposited in accordance with the participation procedures set forth in the Information Statement and by the amount of any net income earned on the funds deposited by the Participant less applicable expenses paid or accrued in respect of such account; the Beneficial Account of a Participant shall be decreased by amounts paid to or for the account of the Participant by the Program.

(c) Not later than 4:00 p.m. on any Business Day during which the Custodian or Cash Management Agent, if any, has received Investment Funds from a Participant, the Custodian or Cash Management Agent shall advise the Investment Administrator of the receipt of such Funds. The Investment Administrator shall transmit to such Participant the Investment Administrator's confirmation evidencing the receipt of such Investment Funds.

4.3. Beneficial Interest. The interest of the Participants in the assets invested in the Joint Account shall be divided into Units of beneficial interest in such classes or series as may be designated by the Investment Administrator to reflect the investments therein and the terms of the investment, all as shall be described in the Information Statement. The number of such Units of beneficial interest authorized hereunder is unlimited. All Units issued hereunder including, without limitation, Units issued in connection with a dividend in Units or a split of Units, shall be fully paid and nonassessable.

4.4. Rights of Participants. The ownership of all assets of the Joint Account is vested in the Program for the joint benefit of all Participants in such Joint Account. No individual Participant shall have any interest therein other than the beneficial interest conferred by its Units,

and it shall have no right to call for any partition or division of any property, profits, rights or interests of the Joint Account nor can it be called upon to share or assume directly any losses of the Joint Account, except to the extent of such Participant's beneficial interest in the value of any asset of the Joint Account, or suffer an assessment of any kind by virtue of its ownership of Units. The Units shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights.

4.5 Issuance of Units. The Program may from time to time issue Units in the Joint Account, in consideration of the deposit of Investment Funds, at a rate of one Unit for each \$1.00 of Investment Funds, and by way of distribution of income to Participants as set forth in Section 7.2 hereof. In connection with any issuance of Units, the Program may issue fractional Units (rounded to the nearest one-hundredth of a Unit). The Program may from time to time divide or combine the Units of the Joint Account into a greater or lesser number without thereby changing the proportionate beneficial interests of Participants in the Joint Account. Reductions in the number of outstanding Units of the Joint Account may be made pursuant to Section 7.3. Deposits to the Joint Account may be accepted for, and shall be redeemed as, whole Units and 1/100ths of a Unit or multiples thereof.

4.6 Standards of Performance for Joint Account. The Investment Administrator expects to produce an average net investment yield for the Joint Account which is not less than 90% of the published average net investment yield for all taxable money market funds as compiled by iMoneyNet over a calendar quarterly period (the "Measurable Standard of Performance" within the contemplation of Section 7a(2) of the Shared Services Act). In the event that the average net investment yield on the Joint Account for any calendar quarter is less than the foregoing yield, the Investment Administrator will rebate to the Joint Account, out of the Daily Fee (but in no event exceeding the Daily Fee) during the next three successive months, an amount, in the aggregate, which, when added to the investment yield of the Joint Account for the preceding calendar quarter, would, to the extent possible, increase the average net investment yield of the Joint Account for such preceding quarter to an amount which would result in a yield that is equal to the Measurable Standard of Performance.

4.7 Information Statement. Units in the Joint Account shall be described to Participants and prospective Participants by means of a current Information Statement which shall be prepared and supplemented, if necessary, by the Investment Administrator and shall be reviewed and approved by Special Counsel.

4.8 Register of Units; No Certificates. The Investment Administrator shall maintain a register of the names and addresses of the Participants and the number of Units held by them respectively. Such register shall be conclusive as to who are the holders of the Units of beneficial interest in the Joint Account and who shall be entitled to receive dividends or distributions or otherwise to exercise or enjoy the rights of Participants. No certificates will be issued for the Units. A copy of such register kept current at all times shall be made available to the Custodian which shall be entitled to rely thereon.

4.9 Transfer of Units. Units in the Joint Account shall be non-transferable except in connection with a redemption permitted by Article VI.

4.10. Notices. Any and all notices to which any Participant hereunder may be entitled and any and all communications shall be deemed duly served or given if given in accordance with the provisions of Section 9.2.

ARTICLE V

Custodian

5.1. Appointment and Duties of Custodian. The Participants, individually and jointly hereby appoint U.S. Bank National Association as Custodian of the Joint Account and for the Individual Portfolios, all upon such basis of compensation as may be agreed upon between the Investment Administrator and the Custodian:

- (1) to receive and hold the Securities owned by the Program and deliver the same upon Proper Instructions;
- (2) to act upon Proper Instructions to effect the receipt, transfer or delivery of the Program's assets;
- (3) to receive and receipt for any moneys due to the Program;
- (4) pay over such funds upon Proper Instructions; and
- (5) to conduct and manage any voting procedures affecting any Participant.

5.2. Credit of Joint Account. The Custodian will collect from time to time the principal payments, sale proceeds, dividends and interest on all Securities and cash held by it to the credit of the Joint Account and will credit the same to the Joint Account.

5.3. Credit of Individual Portfolios. The Custodian will collect from time to time the principal payments, sale proceeds, dividends and interest on all Securities and cash held by it to the credit of an Individual Portfolio and will credit the same to the appropriate Individual Portfolio.

5.4. Payment of Certain Moneys by and to Custodian. The Custodian is authorized to advance or pay out of the appropriate accounts accrued interest on Securities purchased and dividends on Securities sold and like items as directed by the Investment Administrator. Any dividends or interest payments intended for the Program shall be payable to the Custodian. The Custodian will give appropriate orders to the issuers of the Securities to pay dividends and interest to the Custodian.

5.5. Disbursements. (a) The Custodian is hereby authorized and directed upon Proper Instructions to pay cash from funds applicable to the Joint Account from time to time to the Cash Management Agent, if any, or directly for any of the following purposes:

(1) to pay the Daily Fee to the Investment Administrator and compensation and expenses of other service providers as specified by the Investment Administrator, in accordance with this Agreement;

(2) to transfer funds to the Participants, in accordance with this Agreement;

(3) to pay taxes, if any;

(4) to pay for the purchase of Securities purchased for the Joint Account by the Investment Administrator; and

(5) to pay the redemption price of Units redeemed from the Joint Account.

(b) The Custodian is hereby authorized and directed to disburse cash from an Individual Portfolio from time to time as follows:

(1) for the purpose of completing the purchase of Securities for the Individual Portfolio, upon receipt of (i) Proper Instructions from the Investment Administrator specifying the Securities and stating the purchase price, and the name of the broker, investment banker or other party to or upon whose order the purchase price is to be paid and (ii) such Securities by the Custodian;

(2) to purchase Units in the Joint Account, such purchases to be made automatically absent specific contrary Proper Instructions; and

(3) upon Receipt of Proper Instructions from the Investment Administrator to transfer funds to the applicable Participant.

(c) The Custodian:

(1) shall, before making any such payment, receive Proper Instructions from the Investment Administrator requesting such payment and stating that it is for one or more of the purposes enumerated in the foregoing subsections (a) and (b), which instructions may be of a continuing nature and, in such case, may be relied upon by the Custodian for all similar purposes until revoked in writing by the Investment Administrator, provided that if the payment is for other proper purposes, the instructions shall be in writing and shall state that it is for a proper purpose; and

(2) notwithstanding anything to the contrary herein, may conclusively rely upon Proper Instructions and may presume that any payment made in accordance with such Proper Instructions is fully authorized and for a proper purpose.

5.6 Delivery of Securities. The Custodian is hereby authorized and directed to deliver Securities from time to time as follows:

(a) for the purpose of completing sales of Securities upon receipt of the net proceeds of sale and in accordance with Proper Instructions specifying the Securities sold and stating the amount to be received and the broker, investment banker or other party to or upon whose order the Securities are to be delivered;

(b) for the purpose of exchanging Securities for other Securities and/or cash (i) upon receipt of Proper Instructions stating the Securities to be delivered and the Securities and/or cash to be received in exchange and the manner in which the exchange is to be made, and (ii) against receipt of the other Securities and/or cash as specified in the Proper Instructions;

(c) for the purpose of exchanging or converting Securities pursuant to their terms or pursuant to any plan of conversion, consolidation, recapitalization, reorganization, readjustment or otherwise, (i) upon receipt of Proper Instructions authorizing such exchange or conversion and stating the manner in which such exchange or conversion is to be made, and (ii) against receipt of the Securities, certificates of deposit, interim receipts, and/or cash to be received as specified in the Proper Instructions;

(d) for the purpose of presenting Securities for payment which have matured or have been called for redemption, upon receipt of Proper Instructions; and

(e) for the purpose of delivery of Securities upon redemption of Units in kind, upon receipt of Proper Instructions.

5.7. Opening of Accounts. Upon Proper Instructions, the Custodian will open and maintain one or more Disbursement Accounts to facilitate the operation of the Program and from time to time shall pay funds on deposit in such accounts in accordance with Proper Instructions, which instructions may be of a continuing nature and, in such case, may be relied upon by the Custodian for all similar purposes until revoked in writing by the Investment Administrator.

5.8. Supplying of Information to Investment Administrator. The Custodian shall forward to the Investment Administrator proxies, proxy statements, annual reports, conversion notices, call notices, or other notices of written materials sent to the registered owners of securities and actually received by the Custodian (hereafter referred to as "notices and materials"), excluding only certificates representing Securities and dividend and interest payments. Responsibility for taking action thereon is solely that of the Investment Administrator, and not the responsibility of the Custodian. Upon actual receipt by the Custodian of warrants or rights issued in connection with the assets of the Joint Account or an Individual Portfolio, the Custodian shall enter on its ledgers appropriate notations indicating such receipt and shall forward notice thereof to the Investment Administrator, but shall have no obligation whatsoever to take any action of any kind with respect to such warrants or rights except upon receipt of Proper Instructions authorizing the exercise or sale of such warrants or rights.

5.9. Responsibility for Investments.

(a) The Custodian (except when winding up business in cooperation with the Investment Administrator upon the receipt from the Investment Administrator of notice of

resignation or termination referred to in Section 2.8 or as otherwise provided herein) assumes no responsibility for the management, investment or reinvestment of the Securities from time to time in the Joint Account or in an Individual Portfolio whether or not on deposit hereunder, it being understood that the responsibility for the proper and timely management, investment and reinvestment of said Securities shall be that of the Investment Administrator.

(b) In connection with its functions under this Agreement, the Custodian shall, in addition to any other duties set forth in the Agreement:

(1) obtain a "due bill" for dividends, interest or other distributions of the issuer, due the purchaser in connection with Securities delivered to the Custodian;

(2) render to the Investment Administrator a daily report of all monies received or paid on behalf of the Joint Account or Individual Portfolios, balances to the credit of the Joint Account and Individual Portfolios, and such listings of Securities held by the Custodian for the account of the Joint Account and the Individual Portfolios, as may from time to time be requested by the Investment Administrator;

(3) execute ownership and other certificates and affidavits for all Federal and State tax purposes in connection with the collection of bond and note coupons;

(4) present for payment on the date of payment all coupons and other periodic income items requiring presentation;

(5) monitor and record the collection of funds for the benefit of Participants as received; and

(6) keep accurate books and records regarding the assets held hereunder relating to its activities and obligations under this Agreement. All records maintained by the Custodian in connection with the performance of its duties under this Agreement will be available for inspection during Custodian's normal business hours and copying by any Participant at the Participant's expense.

(c) If the Custodian does not receive payment for items due under Section 5.6 and 5.9(b) within a reasonable time after it has made proper demands for the same, it shall promptly notify the Investment Administrator by telephone or other electronic means, followed by notice in writing, including copies of all demand letters, any written responses thereto, and memoranda of all oral responses thereto and to telephonic demands, and await Proper Instructions; the Custodian shall not be obliged to take legal action for collection except by its consent and unless and until reasonably indemnified to its satisfaction.

The Custodian shall not be liable for any taxes, assessments, or governmental charges which may be levied or assessed upon the Securities held by it hereunder, or upon the income therefrom or otherwise whatsoever. If determined by counsel to the Custodian that any such tax, assessment, or charge must be paid, the Custodian may pay it, reimburse itself out of the assets of

the Joint Account or the relevant Individual Portfolio, whichever is appropriate, and provide notice of the payment and reimbursement to the Investment Administrator and the Participants within thirty days of such action.

In the event that a Cash Management Agent has not been appointed by the Investment Administrator, then in the event that cash in the Joint Account or in an Individual Portfolio is disbursed for the purchase of Securities, upon the failure to receive said Securities the Custodian will credit the Joint Account or respective Individual Portfolio with earnings on said cash calculated at a rate equal to the effective Federal funds rate for the period of the failure, adjusted for such bank reserve requirements as the Custodian may have with respect to such cash for the period. In the event the available cash in the Joint Account or in the relevant Individual Portfolio is negative or otherwise insufficient to cover the amounts required for the purchase of Securities, the Custodian will advance the necessary cash and charge the Joint Account or Individual Portfolio, as applicable, at the effective Federal Funds rate for the applicable period.

5.10. Custodian Liability. No liability of any kind shall be attached to or incurred by the Custodian by reason of its custody of the funds, assets, or shares held by it from time to time under this Agreement, or otherwise by reason of its position as custodian hereunder, except only for its own negligence, bad faith, or willful misconduct in the performance of its duties as specifically set forth in this Agreement. The Custodian will not be liable under any provision of this Agreement, regardless of whether any claim is based on contract or tort, for any consequential, special or indirect damages or losses which the Joint Account or any Individual Portfolio may incur or suffer, whether or not Custodian knew in advance of the likelihood or possibility of these damages or losses. To the extent permitted by law, Custodian is hereby indemnified and held harmless against any and all claims, losses, liabilities, damages, or expenses (including reasonable attorneys' and other agents' fees and expenses) arising from or in connection with this Agreement or the performance of Custodian's duties hereunder, provided, however, that nothing herein shall require the indemnification of the Custodian for its negligence, bad faith or willful misconduct. Without limiting the generality of the foregoing, the Custodian:

(a) may rely upon the advice of counsel and upon statements of accountants, brokers and other Persons believed by it in good faith to be expert in the matters upon which they are consulted and shall not be liable for any action taken or suffered in good faith based upon such advice or statements;

(b) shall not be liable for anything done or suffered to be done in good faith in accordance with any request or advice of, or based upon Proper Instructions; and

(c) may rely and shall be protected in acting upon any signature, written or oral (including telephone, telecopier or other electronic) instructions, request, letter of transmittal, certificate, opinion of counsel, statement, instrument, report, notice, consent, order, or other paper or document believed by it to be genuine and to have been signed, forwarded or presented by the proper party or parties.

5.11. Custodian Compensation. Except as otherwise provided in this Agreement, any expenses, costs or fees of the Custodian in connection with the Program shall be paid solely by the Investment Administrator from the Daily Fee or the fee described in Section 2.9(b) as appropriate. If such expenses, costs or fees have not been paid within 30 days, the Custodian may, upon three days' prior written notice to the Investment Administrator, debit the Joint Account or the Individual Portfolio with respect to which fees have not been paid, as appropriate.

5.12. Appointment of Agents. The Custodian may, at any time or times appoint (and may at any time remove) any other bank, trust company or responsible commercial agent as its agent to carry out such of the provisions of this Agreement as the Custodian may from time to time direct, provided, however, that the appointment of such agent shall not relieve the Custodian of any of its responsibilities under this Agreement.

5.13. Termination and Resignation. The Participants holding at least two-thirds of the aggregate number of Units in the Joint Account and Portfolio Value (with each Dollar of Portfolio Value being equal to one Unit for the purposes of this calculation), may terminate the employment of the Custodian on not less than 60 days' notice to the Custodian. The Custodian may resign its position under this Agreement, on not less than 60 days' written notice. Such notice of termination or resignation shall also be given to all parties to this Agreement. The retiring Custodian shall cooperate with the successor Custodian by transferring to the successor Custodian effective on the date of such termination or resignation all assets of the Program, copies of records respecting the Program generally and such other information as the successor Custodian or the Investment Administrator may reasonably request.

5.14. Successors. In the event of termination or resignation of the Custodian, the Participants in the Program, by two-thirds weighted vote as described in Section 5.13, shall appoint a successor Custodian. In the event that the Participants fail to appoint a successor within the time provided, the Investment Administrator shall appoint an interim successor to any Custodian that is terminated or resigns in accordance with Section 5.13. The successor Custodian shall evidence its acceptance of the duties of the Custodian by executing a copy of this Agreement specifically acknowledging and accepting the duties and obligations hereunder.

5.15. Effect of Merger or Acquisition of or by Custodian. Any merger, acquisition, disposition or other similar transaction by or affecting the banking institution of which the Custodian is a part or any line of business of such Custodian, including service as Custodian for the Program, shall not be deemed to require the appointment of a successor Custodian pursuant to Section 5.14.

ARTICLE VI

Redemption of Units

6.1. Redemptions of Units. Outstanding Units of the Joint Account may be redeemed at the option of the Participants that are the holders thereof, on any Business Day by giving notice to the Investment Administrator in the manner described in the Program's then current Information Statement. The Investment Administrator shall cause the Program to redeem or repurchase from such Participant outstanding Units for an amount per Unit at the then net asset value as determined pursuant to Article VII hereof, and in accordance with the current Information Statement. The procedures for effecting redemption shall be as set forth in the current Information Statement.

6.2. Redemptions To Effect Constant Net Asset Value Formula. The Investment Administrator may also reduce the number of outstanding Units pursuant to the provisions of Section 7.3.

6.3. Suspension of Redemptions. Each Participant agrees that, without prior notice and notwithstanding the provisions of this Article VI, the right of redemption may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange shall have been suspended or (ii) a general banking moratorium shall have been declared by federal or New Jersey State authorities or (iii) there shall have occurred any outbreak of hostilities, or other calamity or crisis or disruption of the financial markets, the effect of any of which on the financial markets of the United States is such as to make it impracticable to dispose of Securities because of the substantial losses which might be incurred or to determine the value of Securities. Each Participant shall be immediately notified by telephone, telecopier, electronic or any means deemed reliable by the Investment Administrator in the event that such a suspension or postponement is commenced.

ARTICLE VII

Determination of Net Asset Value, Net Income and Distributions

7.1. Net Asset Value. The net asset value of each outstanding Unit of the Joint Account shall be determined by the Investment Administrator at the close of business each Business Day in a manner determined by the Investment Administrator consistent with the manner provided for similar type money market funds in the 1940 Act and as described in the current Information Statement.

7.2. Distributions to Participants. Each Business Day the Investment Administrator shall determine the net income of the Joint Account, in a manner determined by the Investment Administrator consistent with the manner provided for similar type of money market funds in the 1940 Act and as described in the current Information Statement. The Investment Administrator shall cause the Program to distribute monthly the net income of the Joint Account ratably among the Participants of the Joint Account by issuing, after deduction of all amounts payable from the

Joint Account, additional Units or fractions of Units in the Joint Account in a manner consistent with the manner provided for similar type funds in the 1940 Act so that the net asset value of outstanding Units shall be maintained at \$1.00 per Unit.

7.3. Reduction of Outstanding Units. It is expected that the Joint Account will have a positive net income at the time of each determination. If for any reason such net income is a negative amount, the Investment Administrator shall have authority to reduce the number of the outstanding Units of the Joint Account. Such reduction will be effected by having each Participant proportionately contribute the necessary Units to the capital of the Joint Account. Each Participant will be deemed to have agreed to such contribution in these circumstances by its investment in the Joint Account.

ARTICLE VIII

Special Counsel; Auditor

8.1. Special Counsel. McManimon, Scotland & Baumann, L.L.C., Roseland, New Jersey is hereby appointed Special Counsel to the Program. In the event that Special Counsel resigns, the Participants, who are the holders of at least two-thirds of the aggregate number of Units and Portfolio Value invested in the Program (with each Dollar of Portfolio Value being equal to one Unit for the purposes of this calculation), may, at any time by 60 days' written notice to Special Counsel, the Investment Administrator, and the Custodian, replace Special Counsel and retain a firm or firms of attorneys with experience in the field of municipal securities and finance as a successor Special Counsel to provide advice and services in connection with the operation of the Program. Special Counsel shall serve as legal counsel in connection with such matters concerning the Program as shall be deemed necessary by the Investment Administrator or by the Custodian, including making modifications or revisions to the Investment Guidelines to conform them to any changes in applicable State law providing for restrictions or additions to authorized investments for Local Governments or to changes in the Regulations.

8.2. Auditor. An independent certified public accountant or a firm of such accountants (the "Auditor"), shall be retained to audit annually the operations of the Joint Account. Copies of such audit and the report thereon shall be provided to the Custodian, Special Counsel and the Investment Administrator. The Investment Administrator shall furnish a copy of such audit to each Participant and to each Local Government that at any time during the subject 12 months was a Participant in the Program. Ernst & Young LLP, Philadelphia, Pennsylvania, is hereby appointed as Auditor. The Investment Administrator may, from time to time, replace the Auditor with another firm of independent certified public accountants upon 30 days' Notice to the Auditor, Custodian and Participants, which notice shall identify the newly selected Auditor. The Auditor shall be compensated by the Investment Administrator from the Daily Fee.

ARTICLE IX

Amendment; Notice; Voting; Termination of Program

9.1. Amendment.

(a) The Participants, by the affirmative vote of the holders of at least two-thirds of the aggregate number of outstanding Units and Portfolio Value (with each Dollar of Portfolio Value being equal to one Unit for the purposes of this calculation), may amend this Agreement at any time. All of the Parties agree, however, that this Agreement shall be deemed amended if in the opinion of Special Counsel it is necessary to conform this Agreement to the requirements of applicable federal or State laws or regulations. No amendment to this Agreement shall take effect until 10 days after the giving of Notice to Participants as provided in Section 9.2.

(b) No amendment may be made, under Section 9.1 (a) above, which would change any rights with respect to any Units of the Joint Account by reducing the amount payable thereon upon liquidation of the Program. Nothing contained in this Agreement shall permit the amendment of this Agreement to impair the exemption from personal liability of the Participants, officers, employees and agents of the Program or to permit assessments upon Participants.

(c) No amendment to this Agreement that would expand or modify the duties and responsibilities, or otherwise materially affect, the Investment Administrator, Custodian, Special Counsel, or Auditor, shall become effective without the written consent of the affected Person.

(d) Amendments to the Investment Guidelines set forth in Exhibit A resulting from changes in applicable law that either restrict or add to the authorized investments for Local Governments shall not be an amendment for purposes of this Section 9.1 and shall not require compliance with the procedural requirements set forth herein to take effect.

9.2. Notices.

(a) All Notices required or permitted to be given under this Agreement shall be in writing and shall be given to the Parties to this Agreement at the last address on file with the Investment Administrator, by first class mail, telecopier, electronic or any other means deemed to be reliable by the Investment Administrator. Notice given by telecopier or electronic means shall be deemed effective when confirmed. Notice given by overnight courier for next day delivery shall be deemed effective at 12 Noon on such next day. Notice given by first class mail shall be deemed effective at 12 Noon on the third business day after its postmarked date.

(b) Any Notice to be given to the Parties other than Participants shall be sent to the following addresses:

To the Custodian:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attention: Kathleen O'Connor

To the Investment Administrator:

PFM Asset Management LLC
One Keystone Plaza
Suite 300
Harrisburg, Pennsylvania 17101
Attention: Chief Operating Officer

And

PFM Asset Management LLC
821 Alexander Road
Suite 110
Princeton, New Jersey 08540
Attention: Chief Operating Officer

To Special Counsel:

McManimon, Scotland & Baumann, L.L.C.
75 Livingston Avenue,
Roseland, New Jersey 07068
Attention: Edward J. McManimon, III

To the Auditor:

Ernst & Young LLP
2005 Market Street, Suite 700
Philadelphia, Pennsylvania 19103
Attention: Michael D. Costigan

The address of any Party for receipt of Notices may be changed at any time by Notice to the other parties to this Agreement.

9.3. Procedure for Voting by Participants. Upon Notice given by the Investment Administrator to the Custodian requesting a meeting of the Participants to vote on specific resolutions submitted by the Investment Administrator, or upon the written request delivered to the Investment Administrator and the Custodian by the holders of at least 40 percent of the aggregate of the then outstanding Units and Portfolio Value (with one Dollar in Portfolio Value being equal to one Unit for the purposes of this calculation) specifying the resolution or

resolutions to be voted upon, the Custodian, shall set a Record Date for determining eligibility to participate in the vote and shall set the time, date and place of a meeting of Participants to take action on such resolution or resolutions. The Custodian shall prepare a list of the Participants eligible to vote, the number of Units and Portfolio Value held by each as of the Record Date, and shall give Notice to each eligible Participant of the taking of the vote (which shall be taken not earlier than 20 days after the date of the Notice of the Meeting) and provide proxy materials in written form, available in either paper or electronic format, for each Participant so that a Participant can register its vote through either paper or electronic ballot without attending the meeting. The Custodian shall be the exclusive judge of the results of the vote, and the reasonable fees of the Custodian shall be paid from the assets of the Joint Account. As soon as practicable after the determination of the results of the vote, the Custodian shall give Notice to all Participants (and the Investment Administrator and Special Counsel) of the results of the vote.

9.4. Termination.

(a) Automatic Termination. This Agreement and the Program shall terminate automatically in the event that

- (i) The amounts on deposit in the Joint Account shall have been less than \$100,000 for 90 consecutive Business Days; or
- (ii) PFM Asset Management LLC shall have resigned or been terminated as Investment Administrator of the Program, and the Participants shall not have selected a new Investment Administrator within 60 days after Notice of such resignation as provided in Section 2.8.

(b) Termination by Vote of Participants. This Agreement shall be terminated upon the affirmative vote of the holders of not less than two-thirds of the aggregate number of outstanding Units and Portfolio Value as of the Record Date (with one Dollar in Portfolio Value being equal to one Unit for the purposes of this calculation). Participants may withdraw from the Joint Account or an Individual Portfolio at any time.

(c) Termination Procedures. Upon the termination of the Program,

- (i) The Program shall carry on no business except for the purpose of winding up its affairs.
- (ii) The Investment Administrator, in cooperation with the Custodian, shall proceed to wind up the affairs of the Program, and all of the powers of the Investment Administrator under this Agreement shall continue until the affairs of the Program shall have been wound up, including the power to fulfill or discharge the contracts of the Program, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining assets of the Program, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business.

- (iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and other agreements, as it deems necessary, the Investment Administrator, in cooperation with the Custodian, shall distribute all remaining assets of the Program, in cash or in kind or partly each, among the Participants according to their respective rights.

After termination of the Program and distribution to the Participants as herein provided, the Investment Administrator or the Custodian, as the case may be, shall execute and lodge among the records of the Program an instrument in writing setting forth the fact of such termination. Upon termination of the Program, the Investment Administrator and the Custodian shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Participants shall thereupon cease.

ARTICLE X

Miscellaneous

10.1. Filing. This Agreement and any amendment hereto shall be filed in the office of the Custodian and as required by law.

10.2. Governing Law. This Agreement is executed and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and construed according to the laws of the State.

10.3. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.4. Provisions in Conflict with Law or Regulations. The provisions of this Agreement are severable, and if the Investment Administrator shall determine, with the advice of Special Counsel, that any of such provisions is in conflict with controlling laws and regulations, the conflicting provision shall be disregarded; provided, however, that such determination shall not affect any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to such determination.

10.5. Beneficiaries. This Agreement is made solely for the benefit of those Local Governments that are Parties and deemed parties hereto and, with the exception of the Investment Administrator, Custodian, Special Counsel, and Auditor, no other Person is entitled to any right or benefit under this Agreement.

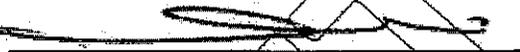
10.6. Assignment. The Investment Administrator Custodian, Special Counsel or Auditor may not transfer or agree to assign its rights and duties under this Agreement without the prior written consent or affirmative vote at a meeting of the holders of at least a majority of the

aggregate number of the outstanding Units and Portfolio Value (which each Dollar of Portfolio Value being equal to one Unit for purposes of such calculation).

10.7. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the Program and supersedes all prior contracts or agreements whether oral or written.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

PFM ASSET MANAGEMENT LLC
as Investment Administrator

By: 

President

U.S. BANK NATIONAL ASSOCIATION
as Custodian

By: 

Vice President

DRAFT

EXHIBIT "A"

INVESTMENT GUIDELINES

The Program is designed to:

- * Preserve principal
- * Purchase investments, document investment transactions and account for all funds in a manner that is in accordance with the Regulations as well as State law and regulations.
- * Provide liquidity so that Participants have ready access to their funds to pay for the costs of capital projects.
- * Provide as high a level of current income as is consistent with preservation of principal and maintenance of liquidity.

There can be no assurance that the investment objectives of the Program will be achieved.

AUTHORIZED INVESTMENTS

Joint Account

The Investment Administrator will invest available cash in the Joint Account and the Individual Portfolios exclusively in investments which are, from time to time, legal investments for the proceeds of bonds and other funds on hand with Local Governments. Under current law legal investments of the Joint Account consist of U.S. Government securities that meet the definition of eligible securities pursuant to the U.S. Code of Federal Regulations (Title 17, Section 270.2a-7) and repurchase agreements that are collateralized by U.S. Government securities in which Local Governments may make direct investments. The Joint Account is intended to qualify as a "Local Government Investment Pool" within the definition of Section 15.1 of the Local Fiscal Affairs Law. The Program has adopted Investment Guidelines and Restrictions which incorporate the requirements of the Local Fiscal Affairs Law.

Individual Portfolios

Authorized Investments for Individual Portfolios consist of the following:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- (2) Government money market mutual funds.

- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligations bear a fixed rate of interest not dependent on any index or other external factor.
- (4) Agreements, not exceeding 30 days in duration, for the repurchase of fully collateralized securities permitted pursuant to paragraphs (1) and (3) ("Repurchase Agreements").
- (5) Bonds or other obligations having a maturity date of not more than 397 days from the date of purchase, approved by the Division of Investment of the State Department of the Treasury for investment by Local Governments.
- (6) Bonds or other obligations of the Participants or bonds or other obligations of school districts within the jurisdiction of the Participant.
- (7) Certificates of Deposits in federally insured banks or savings and loan associations under procedures established by State law.

Repurchase Agreements. A repurchase agreement involves the sale of securities to the Joint Account or Individual Portfolio, and the concurrent agreement by the seller to repurchase the securities within a specified period of time at an agreed upon price, thereby establishing the yield which accrues during the holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The Joint Account or Individual Portfolio will obtain actual title to and take possession either physically or constructively of the securities which are the subject of the repurchase agreement. It is the Program's policy to enter into repurchase agreements only with dealers in United States Government securities which are recognized as "primary dealers" by the Federal Reserve System, or with commercial banks having assets in excess of \$1 billion. Securities purchased by the Program for the Joint Account or any Individual Portfolio, subject to repurchase agreements, are limited to the obligations of the United States Government and agencies of the United States described under "Authorized Investments" above, but may have maturities longer than one year. At the time a repurchase agreement is made, the underlying securities will always have a market value at least equal to their initial purchase price. If an agreement is in effect for more than one day, the Program's Investment Administrator is responsible for monitoring the value of the underlying securities and, in the event their market value drops below the value of the initial purchase price plus the accrued yield, the counter-party is required to provide additional securities or money. All securities underlying repurchase agreements are required to be delivered to the Program's Custodian or to such other custodians agreed to by the Custodian and the Investment Administrator. The Investment Administrator shall not take possession of or act as custodian for any assets of the Program but shall direct delivery thereof to the Custodian (or to such other custodian agreed to by the Custodian and the Investment Administrator). At the expiration of each repurchase agreement, which, in the case of an Individual Portfolio, may not exceed 30 days from the date of the repurchase agreement, the Custodian receives payment of the principal and interest earned under the agreement as a condition for the transfer of the underlying securities to the other party. If the other party fails to

pay the agreed upon repurchase price on the expiration date, the risks to the Joint Account Participants or to an Individual Portfolio Participant in such event may include any decline in the value of the underlying securities to an amount which is less than the repurchase price, any costs of disposing of such securities, and any loss from any delay in foreclosing on such securities.

Obligations of Agencies or Instrumentalities of the United States Government. Certain short-term obligations of agencies or instrumentalities of the United States Government purchased by the Program may only be backed by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, securities issued by the Federal Home Loan Bank Board are supported only by the credit of the agency or instrumentality that issues them, and not by the United States Government; and securities issued by the Federal Farm Credit System and Fannie Mae are supported by the agency's or instrumentality's right to borrow money from the United States Treasury under certain circumstances.

Certificates of Deposit. Certificates of Deposit may be acquired for the collective interests of consenting Participants to the extent permitted by the Local Fiscal Affairs Law and the individual Participant's Cash Management Plan in the discretion of the Investment Administrator.

Documentation of Fair Market Value. The Investment Administrator will follow certain procedures to document that investments in the Program which emanate from tax-exempt borrowing proceeds are purchased at a "fair market value" in accordance with requirements of the Code and related regulations and rulings. These procedures include obtaining three bids or offers for all securities transactions in the secondary market, documenting transaction prices using independent pricing services and following such other practices deemed necessary or advisable to ensure that applicable provisions of the Code and Regulations are complied with.

Investment Guidelines and Restrictions. The Program has adopted the following investment restrictions and guidelines (the "Investment Guidelines"). The Program will not:

- (1) Purchase any securities other than those described above under "Authorized Investments"; or
- (2) Invest in securities of any issuer in which an employee, agent or advisor of the Program is an officer or director; or
- (3) Make loans, except that the Joint Account and Individual Portfolios may enter into repurchase agreements as permitted by law; or
- (4) Borrow money or pledge, hypothecate or mortgage its assets.

In addition, the Joint Account:

- (a) will be managed in accordance with 17 C.F.R. §270.2a-7;
- (b) will be rated in the highest category by a nationally recognized statistical rating

organization;

(c) will be in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (C.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the State Department of Community Affairs, which rules provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(d) will not invest in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their cost, utilize an index that does not support a stable net asset value or invest in repurchase agreements which are not collateralized by investments in United States bonds or federal agency bonds as described above; and

(e) will purchase and redeem investments directly from the issuer, government money market fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within the State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, c. 93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserve for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

The Program's Investment Guidelines may be changed only by amending the Agreement. The Investment Administrator and Custodian agree that the Agreement will be amended if it is deemed necessary to conform with changes in State statutes governing the investment of funds by Local Governments or changes in the Code or Regulations.

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, it is necessary to retain the services of the Professional listed below for the year 2023; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. provides for the Borough of Watchung to solicit proposals through the fair and open process; and

WHEREAS, the Borough received solicited proposal on May 1, 2023 and said proposal was reviewed by the Mayor and Administrator, and Council wishes to award a contract to Potter Architects for Proposed Pre-design/ Schematic Design Services; and

WHEREAS, the Chief Finance Officer has determined that the value of the contracts may exceed \$17,500.00; and

WHEREAS, the Chief Financial Officer of the Borough of Watchung has certified that funds are available in the following account: Capital Ordinance: 2001/10

William J. Hance, CFO

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that Borough Officials are hereby authorized and directed to execute a contract for the services of the following Professional in their area(s) of expertise, in accordance with the proposal submitted:

Award to: Potter Architects, LLC, 410 Colonial Avenue, Union, NJ 07083
Amount: Not to exceed \$25,000

BE IT FURTHER RESOLVED that these contracts have been awarded after review and based on the merits and abilities of these professionals to provide the goods or services as described herein. These contracts are being awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to advertise the award of these contracts within ten days from the date hereof in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.).

Paul Fischer, Council Member

Ronald Jubin, Mayor

ADOPTED: MAY 18, 2023
INDEX: AWARDS - PROFESSIONAL CONTRACTS
C: W. HANCE



Potter Architects

Architecture and Planning L.L.C.
410 Colonial Avenue • Union, NJ 07083-7347

MEMBER OF
AMERICAN INSTITUTE OF ARCHITECTS
NEWARK AND SUBURBAN CHAPTER
NATIONAL COUNCIL OF ARCHITECTURAL REG. BOARDS
B.O.C.A. INTERNATIONAL
REG. NJ, NY, PA, CT

Registered Architects

Licensed Professional Planners

Established 1932

May 1, 2023

Mr. James Damato
Borough Administrator
Watchung Borough
15 Mountain Boulevard
Watchung, NJ 07069

Proposal No. P2023025

Watchung Library Pre-Design / Schematic Design Services
12 Stirling Road
Watchung, NJ

Dear Jim:

It was a pleasure meeting with you to discuss the proposed Pre-Design / Schematic Design Services for Alterations and Additions to Watchung Library located at 12 Stirling Road, Watchung, NJ.

Please find two copies of Proposal No. P2023025 enclosed for your review. The scope of architectural services we will provide is provided in the enclosed "Project Program Description", "Estimated Fee Schedule" and "Attachments".

If this agreement meets with your approval, please sign both copies and return one copy for our records. This signed proposal will serve as our contractual agreement. We look forward to providing the architectural services you require and will begin upon receipt of a signed proposal and purchase order. If you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

Thomas R. Potter for Potter Architects

DRAFT

Signature	_____
Name (Print)	Mr. James Damato
Title (Print)	Borough Administrator
Date (Print)	_____



Potter Architects

Architecture and Planning L.L.C.
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Project Program Description

Watchung Library Pre-Design / Schematic Design Services
12 Stirling Road
Watchung, NJ

Proposal No. P2023025

May 01, 2023

I. SCOPE OF WORK AND PROJECT UNDERSTANDING

It is our understanding that Watchung Borough wishes to renovate and expand the existing Watchung Public Library, located at 12 Stirling Road, Watchung, NJ. We are recommending that the Borough proceed with As-Built drawings and a Schematic design, which is a rough construction drawing that offers a general overview of a project's basic features and aids in preparing construction cost estimates.

During this phase, we will take the field documentation and information provided by your stakeholders to create options for your consideration. This will allow the Borough to visualize different project paths, and allow the Borough to determine if the project concept fits within the project budget. You will also have the opportunity to request up to three (3) modifications to the initial design. Once a schematic plan is agreed upon, it is our understanding that the Borough will proceed with having a professional cost estimate prepared.

Our work for this phase will include Pre-Design and Schematic Design Services, including a review/examination of the following items (subject to modification as project develops):

A. Site:

- 1) Existing driveway access and possible improvements.
- 2) Existing retaining wall and stairs to lower level.
- 3) New patio adjacent to lower level of library.
- 4) Inviting Children's outdoor area.
- 5) Sidewalks.
- 6) Drainage issues.

B. Building Additions:

- 1) New Main Entry/ADA Access/Fire Exit Stair/Elevator (approx 1500 sf)
- 2) New Main Level Reading/Community Room with Patio under (approx. 1000 sf)

C. Building Exterior:

- 1) Windows, doors and siding.
- 2) Waterproof exterior basement walls.

D. Building Interior:

Main Level -

- 1) Revamp existing main entrance hall; explore new circulation pattern and visual impact.
- 2) New circulation desk/ control location.
- 3) Reading areas.
- 4) Library collection areas.
- 5) Suggest historic art piece display location.
- 6) Meeting/classroom areas
- 7) Community use areas.

- 8) Self-check kiosks near control desk.
- 9) Upgrade/relocation of existing lavatories.
- 10) Computer locations.
- 11) Periodical display and reading areas.
- 12) Media display area.
- 13) Library Friends' area.

E. Upper Level:

- 1) Lavatories locations and conditions.
- 2) Offices.
- 3) Large meeting room.
- 4) Conference rooms for staff and public use.
- 5) Staff break room.
- 6) Staff lavatories.
- 7) Supply closet.

F. Lower Level:

- 1) Look at possibility of creating a Children's Library with connection to exterior patio and outdoor connections.
- 2) Upgrade existing lavatories.
- 3) Community/Seniors Area.

G. Children's and Teens Areas (locations TBD):

- 1) Review Children's lavatories.
- 2) Review check-out location.
- 3) Review computer lab learning center.
- 4) Review adult waiting area.
- 5) Review Teens Activity area.
- 6) Youth service office and staff, small conference area.

H. Misc. Spaces:

- 1) Technical services area - book/media processing.
- 2) Administrative offices with small conference area.
- 3) Director's and staff offices.
- 4) Staff lavatory.
- 5) Board room with public access/small kitchenette.

I. General:

- 1) Security control at main entrance.
- 2) Partitions will be removed to open up interior sight lines.
- 3) Emergency/exit/ life safety lighting to be reviewed.
- 4) Circulation within the library will be re-evaluated to provide control and code compliance.
- 5) Provide elevator accessibility from each level.
- 6) Floor by floor evaluation of best use.

II. PROFESSIONAL SERVICES

Listed below is a general outline of services we intend to provide as part of this proposal. Potter Architects will provide services as follows:

1. Site review and programming for Pre-Design:
 - a. Conduct initial meetings with Township at the location of the proposed construction.
 - b. Conduct up to two (2) meetings with the administrative staff and/or head librarian as required to obtain list of required interior space needs, list of required rooms, list of functions and spaces; list of equipment and furnishings; specific departmental and room occupancies.
 - c. Obtain basic HVAC requirements (MEP Consultation is not included in this proposal).
 - d. Review surrounding environmental for factors affecting the design. Identify exterior site features affecting

schematic site design.

- e. Perform a follow-up visit to survey the building, measure and photograph for preparation of as-built field documentation; includes floor plans and exterior elevations.
- f. Produce a programming document listing the final approved spaces for the proposed schematic design.

2. Schematic Design:

- a. Review design and construction schedule estimates, including design and construction/bid documentation preparation; approvals; bidding; permit process; and construction.
- b. Estimate space requirements.
- c. Identify options of building space configuration based upon program, functions, occupancies, site limitations, and other Township considerations.
- d. Provide conceptual building code and fire code research for compliance.
- e. Estimate of construction costs to be provided by others.
- f. Create schematic building floor plans suitable for presentation, showing proposed alterations.
- g. Create schematic exterior elevation plans suitable for presentation, showing proposed alterations.
- h. Create schematic site sketch suitable for use by the Borough Engineers. Borough to provide surveys, topography maps, and civil drawings as required showing proposed alterations.

3. Presentation Materials

- a. The Architect will provide schematic floor plans and schematic exterior elevations suitable for display and discussion.

4. Additional Services (Upon Request - not included in this proposal)

- a. Provide two (2) schematic exterior view artistic colored renderings.
- b. Provide two (2) schematic interior view artistic colored renderings.
- c. Provide a computer generated BIM model and fly-through video.

III. ADDITIONAL INFORMATION

1. Project Contact:

- a. Our contact will be Mr. James Damato, Borough Administrator.

2. Timeline:

- a. The professional services are to take place as soon as possible in anticipation of a future bid package and construction in the near future.

3. Budget:

- a. A construction budget has not been set at this time.

4. Other:

- a. Once you have selected a Schematic Design that best suits your needs and budget, future phases will include Preliminary Design, Construction Documents, Bidding and Construction Administration. A separate proposal for these phases will be forwarded for your review and approval.
- b. Hazmats - The Borough will engage their own Hazmat specialist/consultant to ascertain the presence and handling/abatement of any potential hazardous materials or environmental concerns related to or present at the project location.
- c. Survey and Civil Engineering - The Borough will engage their own Surveyor and Civil Engineer to design all exterior site planning requirements, including but not limited to topography, grading, landscaping, paving, curbing, drainage, retainage, lighting, floor level benchmarks, etc. Potter Architects will provide a schematic site sketch for the Borough's use.
- d. Geotechnical Engineering - The Borough will engage their own Geotechnical Engineer to investigate and design all soil bearing, test pits, controlled fill, etc. requirements of the project. Potter Architects will provide a schematic boring location sketch for the Borough's use.



Potter Architects

Architecture and Planning L.L.C.
410 Colonial Avenue • Union, NJ 07083-7347

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REG. NJ, NY, PA, CT

Registered Architects

Licensed Professional Planners

Established 1932

Estimated Fee Schedule

Watchung Library Pre-Design / Schematic Design Services
12 Stirling Road
Watchung, NJ

Proposal No. P2023025
May 01, 2023

Schematic Services 100.00% **\$25,000.00**

As-Built Drawings; Programming Review and Room Inventory Document; Schematic Design Drawings; Meetings. Refer to Project program description.

Preliminary / Design Development **NIC**

Services are not being provided for this phase.

Construction Documents **NIC**

Services are not being provided for this phase.

Bidding or Negotiations **NIC**

Services are not being provided for this phase.

Construction Administration **NIC**

Services are not being provided for this phase.

Additional Fees **TBD**

Computer renderings and fly through videos, upon request. We will prepare a separate quote for these services.

Estimated Professional Services Total 100.00% **\$25,000.00**

The compensation schedule establishes a maximum fixed fee for each phase of the project. Compensation for services shall not exceed the stipulated sum unless agreed upon in advance by both parties (see schedule for breakdown).

Stipulated fees shall be valid for not more than 90 days from the date noted unless an agreement is reached.



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Hourly Compensation Rates

Watchung Library Pre-Design / Schematic Design Services
12 Stirling Road
Watchung, NJ

Proposal No. P2023025

May 01, 2023

Principal/Partner	\$250.00 /Hr.
Project Manager/Associate	\$215.00 /Hr.
Project Architect	\$185.00 /Hr.
Staff Architect	\$170.00 /Hr.
Intern Architect	\$160.00 /Hr.
Interior Designer	\$150.00 /Hr.
Draftsperson (Level II)	\$150.00 /Hr.
Draftsperson (Level I)	\$125.00 /Hr.
Administrative/Clerical	\$90.00 /Hr.
Non technical Staff	\$75.00 /Hr.

Requests for services that require personnel to provide overtime will be established prior to performing the work. Hourly compensation rates for services that require personnel to work overtime shall be 1.5 times the compensation rates listed above.

Attachments

Watchung Library Pre-Design / Schematic Design Services 12 Stirling Road Watchung, NJ

Proposal No. P2023025

May 01, 2023

This proposal includes three (3) opportunities for Owner to review and approve Schematic Design drawings prior to issuance of final drawings. This review process is normally sufficient. Any further schematic design work requested by Owner will be billed out at our hourly rates.

When Potter Architects, L.L.C. (PA) is ready to prepare your final documents with your final changes, we will require your acceptance in writing.

THE FOLLOWING SERVICES ARE NOT BEING PROVIDED IN THIS AGREEMENT, and shall be considered Additional Services and compensated for as provided in applicable subparagraphs of this contract agreement, or provided by Owner.

Model or professional computer rendering(s).
Fly-through video(s).
Exterior Building Signage Design.
Professional (digital computer) rendering of proposed project.
Detailed construction cost estimate of proposed project design.
Site / Civil engineering/surveys and/or landscape design/consultations.
Soil / Hydrogeological / Geotechnical engineering, tests, reports, etc.
Surveying services.
Printing beyond allowance of (8) sets of Schematic Design plans.
Postage/delivery expenses beyond allowance of (\$150).
Review fees, permit fees, etc.
Testing services
Hazmat design or abatement.
Special inspections for materials and work as may be required by codes and/or municipal code enforcement.
Legal review of documents and legal, accounting, and insurance counseling services.
Construction management.
Coordination of separate contractors.
Leeds Certification / Accreditation.
M/E/P Building Modeling / Commissioning.
Destructive or other structural testing of existing building components.

Future Phases:
Preliminary Plans.
Construction Documents.
Foundation Plan (not including special soil conditions *or piling design*)
Mechanical, Electrical, Plumbing, Fire protection engineering or design services.
Structural engineering or design services.
Bidding phase assistance: solicitation of bids, review and/or evaluation of bids received, negotiation of contract(s), etc.
Construction administration / Construction phase assistance.
Preparation of as-built drawings (post-construction).
Shop Drawing Review.
On-site representation.

GENERAL CONDITIONS OF SERVICES:

SCOPE OF SERVICES - The services to be provided by PA have been set forth in the Proposal / Project Program Description and shall remain valid for a period of 60 days from the date of the Proposal, after which PA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from PA's scope and will only be performed in accordance with a written amendment to the Proposal outlining the exact services and the associated fees. Once signed, the rates and fees quoted in this proposal will be valid for 180 days from the date of acceptance. Terms and fees are subject to modification beyond that time frame.

ACCEPTANCE OF CONTRACT - Receipt of a purchase order following the presentation of this Contract will be legally interpreted by the Architect as the Client's acceptance of all terms and conditions of this Contract, even in the absence of the Client's actual signature on the Contract. The Architect will proceed under this assumption.

COMPLETION OF SERVICES - The architectural services contained within this proposal shall be deemed "complete" upon the occurrence of the following milestone: Upon delivery of As-Built Drawings and Schematic Design drawings.

Please note that any extension of services beyond above milestone shall be deemed "Additional Services" and billed in accordance with Hourly Rates listed in the Contract.

EXECUTION OF CONTRACT - The individuals executing this Contract (signatory), if acting on behalf of partnership, corporation, funding agency or public entity represent that they have the authority to do so, and to bind the entity to this Agreement. The scope of services can only be adjusted or revised with a typewriter signed change order or scope modification agreement. The signatory will also be responsible for payment and for authorizing additional services, if applicable.

RIGHT TO ADVERTISE - PA shall have the right to furnish and display a temporary sign at the jobsite during the construction time period; PA may utilize project drawings/photographs for promotional use.

ASSIGNMENT - This Contract is not assignable except with the prior written consent of PA, and no assignment shall relieve the signatory of any obligations under this Contract.

FEES - The total fee, when stated as a lump sum, shall be based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS / PAYMENTS - Please note that payment is due upon completion of each phase of the work. Final Construction Drawings will not be released until final

payment is made. Invoices will be submitted monthly for services and are due when rendered. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 15 days after billing, the client shall pay cost of collection, including reasonable attorney fees. If collection agency is needed to collect unpaid fees, client will be responsible for all collection agency fees plus interest, in addition to payment of unpaid invoices. Use of instruments of service is contingent upon payment for services in full.

SUSPENSION/TERMINATION OF SERVICES - This Agreement may be terminated or suspended for convenience by either party by thirty (30) days written notice, or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that PA shall be paid the total charges for labor and material performed to the termination notice date, plus reimbursable charges. Failure to meet the payment schedule outlined in this Agreement may result in termination of project. Fees for projects terminated by Owner are to be based on the hourly rate for all time expended to point of termination. Invoices shall be considered PAST DUE if not paid per terms of the Contract, and PA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. PA reserves the right to stop work until invoices are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of PA. Architect has no duty to perform services or to allow use of instruments of service on delinquent accounts. If services are suspended due to non-payment, Architect will restart services when account is restored to good standing.

PHASING - Phasing of the project and/or splitting the drawings into two or more phases or separate projects, for any reason, requires additional resources and effort. Therefore, if at any point the client requests same, this will be considered a change in scope and additional fees will apply in accordance with this agreement.

STANDARD OF CARE - Services performed by PA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this Proposal, the services performed by PA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by PA.

HIDDEN CONDITIONS - PA shall not be responsible for hidden conditions of the existing structure or site. Hidden conditions are conditions which are not readily visible to the human eye.

ZONING INTERPRETATIONS - Please note that we will make every attempt possible to successfully interpret the zoning regulations in order to properly design your project within the guidelines of your township zoning ordinances. This may also include meeting with township officials to get interpretations of township zoning regulations pertaining to your specific project. If changes to the plans are required as a result of misinformation or inaccurate information conveyed to PA by township zoning officials during the preliminary phase of your project, and result in any revisions to the final construction documents after township submission, additional fees and charges may be incurred by Client.

INFERRED CONDITIONS - Conditions may vary from those which are visibly observed at the locations of open structure or other such visible conditions. PA will base interpretations, recommendations and design upon conditions inferred from the conditions observed. Client recognizes that any future determination of conditions different than those which were encountered at the observable locations may significantly impact the interpretation, recommendations and design provided by PA. Any such variation of conditions should be brought to the prompt attention of PA to assess the impact of the variations on the previously provided interpretations, recommendations and design. PA will take no responsibility for any interpretation or recommendation others may make. Fees for additional analysis or investigation shall be paid by the Client. Failure of Client to agree to and pay for additional analysis shall be deemed as substantial failure to perform in accordance with the terms of this Agreement.

STANDARDS AND CODES - If the work under the Contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this Agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this Agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a Changed condition under this Agreement.

RIGHT OF ENTRY - The Client shall provide for right of entry for all PA personnel and equipment necessary to perform the intended scope of services.

UTILITIES - PA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. PA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. Owner is responsible to order all mark-outs. If location of underground utilities is included under the Scope of Services, these locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this Proposal does not include testing, opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or location said utilities.

CHANGED CONDITIONS - If PA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), PA will notify client in writing of the Changed Conditions. Client and PA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If PA and Client cannot agree upon amended terms and conditions within 30 days after notice, PA may terminate this Agreement and be compensated as set forth in "Termination and Suspension".

CERTIFICATIONS - Client agrees NOT to require that PA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) PA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) PA believes that the Services performed or Work tested and/or observed meets the criteria of the certification; and 3) PA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement and has included certification(s) in the Scope of Services. Any certification by PA is limited to an expression of professional opinion based upon the Services performed by PA, and does not constitute a warranty or guaranty, either expressed or implied.

ENERGY EFFICIENT DESIGN - paArchitect will exercise reasonable efforts to design and specify products and/or systems that achieve energy performance expectations or LEED Certification expectations that are expressly called for in this Contract, if any. PA does not, however, provide assurances that those performance or certification expectations will be met.

RISK ALLOCATION - Client agrees that PA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of PA's fee.

INDEMNIFICATION - The Client shall indemnify and hold harmless PA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of PA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except PA, or anyone for whose acts any of them may be liable).

NO SPECIAL OR CONSEQUENTIAL DAMAGES - Client and PA agree that PA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by PA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

OWNERSHIP OF DOCUMENTS - The plans as articles of service are, and will remain, the property of Potter Architects, L.L.C. (PA). Plans and/or services for this project may not be used for another building or project without PA's prior written consent. Client may use the documents for the project or purposes contemplated by this Agreement, providing that plans and/or services have been paid for in full or per agreement. Client may not reuse, reprint or electronically distribute the documents for this project or for any extension of the project or other project without PA's prior written consent. Any unauthorized use, reuse or extension of PA's work will be considered a violation, and is at Client's sole risk and without liability to PA, and Client will indemnify, defend, and hold PA harmless from all claims or damages arising from any unauthorized use, reuse or extension of PA's work. Potter Architects, L.L.C. (PA) expressly reserves its common-law copyright and other property rights in these plans and/or services. These plans are not to be reproduced, changed or copied in any manner whatsoever, nor are they to be assigned any third party, without first obtaining the express written permission and consent of PA. PA reserves the right to withdraw plans from permitting agencies in the event of non-payment in full or per agreement for plans and/or services.

ALTERNATIVE DISPUTES RESOLUTION (ADR) - All claims, disputes, and other matters in controversy between PA and Client arising out of or in any way related to this Agreement will be submitted to mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then 1) Client assents to personal jurisdiction in the state of PA's principal place of business; 2) The claim will be litigated and tried in judicial jurisdiction of the court of the county where PA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and 3) If PA prevails, PA will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SAFETY AND CONSTRUCTION SCHEDULE - PA is not responsible for the implementation, discharge, or monitoring of construction safety standards or practices. These items are explicitly excluded from our Scope. PA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility CONSTRUCTING the project. PA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. This proposal is based upon the owner hiring a properly insured and NJ Licensed General Contractor to construct the entire project. PA shall not have control over or charge of acts or omissions of the General Contractor, Subcontractors, or their employees, or of any other person performing any portion of the work.

SITE VISITS / OBSERVATION - In the event PA is retained to provide site visits/observation, PA as a representative of the Owner, upon request, shall visit the site at intervals appropriate to the stage of construction (limited to the number of visits stated in the allowances), to become generally familiar with and to keep the Owner informed about the progress and quality of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, PA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

SAMPLES AND TESTING - In the event PA is retained to provide laboratory testing or analytic services, PA will preserve such test materials or other sample as it deems necessary for the Project, but no longer than 45 days after issuance of any documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all samples, contaminated samples, cuttings, hazardous materials, and other hazardous substances. Client will take custody of all testing portals and/or probes installed during any testing or investigation by PA, and will take any and all necessary steps for the proper maintenance, repair or closure of such testing portals and/or probes at Client's expense.

DISCOVERY OF UNANTICIPATED POLLUTANT RISKS - Hazardous materials or certain types of hazardous materials may exist at a site. The Architect and his consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, PCB, fuel products and/or storage tanks, mold or other toxic substances. Unless PA's Scope of Services specifically includes Environmental Services, PA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered and identified by others, PA will take action to protect the health and welfare of their personnel, and will notify the Client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

BIOLOGICAL POLLUTANTS - PA's Scope of Work does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that PA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless PA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any biological pollutants in or around any structure. The term "biological pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. Unless PA's Scope of Services specifically includes Environmental Services, PA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance.

ENTIRE AGREEMENT - This Proposal / Project Program Description / Fee Schedule / Hourly Rates / General Conditions constitute the entire Agreement between Client and PA.

BUSINESS HOURS - Regular business hours of Potter Architects are Monday through Friday, 7:30a to 4:30p.

**BOROUGH OF WATCHUNG
RESOLUTION: R7**

WHEREAS, the Borough of Watchung has received a Field and Facility Permit Application which has been reviewed by Borough Officials; and

WHEREAS, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize said application.

NOW THEREFORE BE IT HEREBY RESOLVED, by the Mayor and Council of the Borough of Watchung that the use of the Mobus Field Pavilion is authorized for the intended use as noted below and is hereby approved:

1. Allisandra Lamhing dba Book Club with Ms. Lamhing, to hold reading sessions with students, from 1 PM to 3 PM August 7th through August 11th, 2023; raid dates August 14 through August 18, 2023.
2. All approvals are subject to having a complete application on file and adequate insurance, if applicable.

Sonia Abi-Habib, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: MAY 18, 2023
INDEX: RECREATION
C: LM, PD



FIELD AND FACILITY PERMIT APPLICATION

Approval of Governing Body Required

Applicant Name: Allisandra Lamhing

Address: [Redacted] Summit, NJ 07901

Phone: [Redacted] Email: [Redacted]

Name of Organization, Team, Club, Etc. Book Club with Ms. Lamhing

Profit Entity Non-Profit Entity

FACILITY USE

FEES

*Pavilion Rental

- Resident
 Non-Resident / Commercial

\$50.00 Per Event
\$100.00 Per Event

*Port-A-John Rental

\$150.00 (Includes Delivery)

*Mobus Field

- Sport and Organized Programs
 Events (Non-Profit) - Resident
 Events (Non-Profit) - Non-Resident

\$15.00 Per Person/Week
\$50.00 Per Event
\$150.00 Per Event

*Gazebo

- Resident
 Non-Resident

\$50.00 Per Event
\$100.00 Per Event

*Seniors Room

- Residents/Non-Profit
 Profit Organizations

No Charge
\$25.00 Per Hour / \$100.00 Minimum

*Police Security

\$107/hour per Officer

All Watchung Based Non-Profit Sports Programs, Government or School Based Events and Non-Profit Fund-Raising Events: Free of Charge except as required by the Borough Administrator to cover out-of-pocket costs for any applicable expenses. All fees include removal of bagged garbage and access to electricity, if needed.

Location Requested and Detailed Description of Event: Mobus Pavillion

6 students ages 8-10 will join me for two hours per day to engage in reading and discussing of a book

Dates: Aug. 7, 2023 - Aug. 11, 2023 Times: 1pm - 3pm

Rain Date: Rain dates will be between 8/14-8/18



**THE FOLLOWING ITEMS MUST BE RECEIVED PRIOR TO AN APPROVAL
OF A FIELD AND FACILITY PERMIT:**

1. Signed Facility/Field Use Policies and Lease Agreement
2. Signed Hold-Harmless Agreement
3. Signed AED and Lightning Detection Form (On Phillip's Field)
4. Insurance Certificate (see checklist for requirements below)
5. Corporate or LLC Acknowledgment (When applicable)
6. A copy of the Rutgers's Certification Card(s) for coaches and assistant coaches.
7. A check made out to the Borough of Watchung when applicable.
8. A complete description of all activities being conducted including the number of participants

The Borough is requesting that all applications are received with **sufficient adequate notice** prior to a Council Meeting for processing. Meetings of the Governing Body are held twice a month. Please check the council meeting calendar online for the schedule. Thank you in advance for your cooperation during this process. Please contact the Clerk's Office or Linda Monetti, Recreation Coordinator (908) 756-0080 Ext. 210 or via lmonetti@watchungnj.gov with any additional questions.

Please Fax To (908) 757-7027 Or Mail To:

Borough of Watchung
Recreation Coordinator
15 Mountain Blvd.
Watchung, NJ 07069

CHECKLIST FOR CERTIFICATE OF INSURANCE

- The "Insured" must read the same on **ALL** forms.
- The Insurance Company must be listed under "Insurer Affording Coverage".
- Type of insurance must be "Commercial or Business Liability". In the event of an individual, a home owner's insurance policy and/or umbrella policy is acceptable.
- The policy number and effective and expiration dates must be listed.
- The event or program must fall within the effective and expiration dates.
- The minimum limit of liability is \$1,000,000 listed next to "Each Occurrence".
- Under "Description of Operations" The Borough of Watchung should be listed as additionally insured with respect to the event or program and the date(s).
- The event or program and dates must also be listed.
- The "Certificate Holder" should show "The Borough of Watchung 15 Mountain Blvd., Watchung, NJ 07069".



FIELD AND FACILITY PERMIT APPLICATION USE POLICIES AND LEASE AGREEMENT

General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved by the Borough.

The Borough reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Borough reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Borough reserves the right to require the renter to provide police security, porta-johns and other requirements, as the specific situation may dictate.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Borough reserves the right to cancel practices/games due to weather conditions and/or field conditions.

Failure to abide by this policy can result in cancellation of your rental agreement.

Renter Responsibilities

Applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. **Prohibited Items:** Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. **Liability:** The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least 5 (five) days prior to the use of the Boroughs field or facility.
4. **Governmental Boards and Agencies:** Facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.



- 5. **Damages/ Security:** An additional security deposit may be required for certain types of activities for the purpose of additional cleaning, security, and/or other costs of the Borough caused by the use. Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
- 6. **Policy of Non-Discrimination:** The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate based on disability in admission, access, treatment or employment in its programs or activities.
- 7. **ADA Statement:** Although specific programs for persons with disabilities are limited, the Borough of Watchung is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 (ten) days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement is responsible for ensuring that all policies included in this agreement are followed. The individual signing this agreement hereby represents that he/she is authorized to sign on behalf of the entity/organization. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Allisandra Lamhing

05-07-2023

Print Name

Date

Signature



HOLD-HARMLESS AGREEMENT

1. "I / WE" "ME / MY / OUR" shall mean one of the following:
 - a. AN INDIVIDUAL: Name: Allisandra Lamhing **OR**
 - b. ORGANIZATION: Name: _____ **OR**
 - c. CORPORATION or LLC: Name: _____
2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the **Borough of Watchung** and the **Borough of Watchung Recreation Commission**, its public officials, members, agents, servants, employees, or contractors.
3. **General Information: Per Field and Facility Permit Application Attached**
4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity I will be holding as described in the Field and Facility Permit Application, on the date(s) listed.
5. I state that the activity listed in the Field and Facility Permit Application will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.
6. I state that the activity listed in the Field and Facility Permit Application will include the consumption of alcoholic beverages, if previously approved by the Borough, and that because of such consumption I have the following additional duties to perform for YOU related to the use of the site listed above:
 - a. That I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that you have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that YOU in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on your



property;(d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

- 7. I also shall provide you with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than 5 (five) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood YOU will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an Individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.
- 8. (Applicable to Corporation/Entities/Organizations Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. LEGAL SIGNATURES:

Signature on behalf of "I/WE/ME/MY/OUR":

Individual A. Lambing Date: 05-07-2023
 on behalf of _____
 Organization or Corporation or LLC or other entity

And

(IF REPRESENTING AN ORGANIZATION, CORPORATION, LLC, ETC.)

I hereby certify that I am an Authorized Agent of this Organization and fully qualified to sign this Hold-Harmless Agreement on behalf of said Organization.

Print Name and Title: _____ Date: _____

Signature: _____



**LIGHTNING PREDICTION SYSTEM
(THORGUARDIAN)
APPLICABLE FOR PHILLIPS FIELD ONLY**

The Borough of Watchung has an automatic lightning prediction and warning system in continuous use referred to as the Thorguardian. This unit is located at the top of the Snack Shack at Phillip's field. The sensor monitors energy as far as 15 miles and evaluates the potential for lightning within an area of approximately 2 miles in radius. When the unit senses a hazardous condition, the system automatically provides both audible and visual alerts. When a dangerous condition exists a warning blast will occur and the amber light will flash.

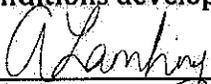
THE FIELDS MUST BE CLEARED IMMEDIATELY WHEN THE SOUND ALARMS

The light will continue to flash until the dangerous condition no longer exists.

Please review the following safety points with your organization leaders and participant:

1. Do Not seek shelter under a tree
2. Do Not seek shelter on the snack shack deck
3. Do Not seek shelter in a dugout by a metal fence

The Thorguardian prediction system is only a supplementary source of guidance. Should thunderstorm conditions develop, and the system is not activated, use good judgment and seek shelter.

	Allisandra Lamhing	05-07-2023
Sign	Print	Date

Organization/Entity: _____

I have read and understand the above information, I will explain the function of lightning prediction system and review the safety points with all coaches, supervisors, parents and participants involved in my program, event or activity.

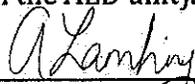
AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

The Borough of Watchung has an Automated External Defibrillator (AED) on site at **Phillips Field**.

The AED is located on the south side of the snack shack at **Phillips Field Sports Complex**.

The Borough of Watchung and the Watchung Recreation Commission recommends that the use of the AED be administered by a certified individual.

Each youth sports organization will ensure that the AED status indicator is Green prior to field use. If the status indicator is RED, call TEAM LIFE, INC @ (732) 946-4243 or (888) 466-8686 (phone numbers are listed on the AED unit).

	Allisandra Lamhing	05-07-2023
Sign	Print	Date

I have read and understand the above information. I will explain the function of the AED system and review the Safety points with all coaches, supervisors, parents and participants involved in my program, event or activity.



**PANDEMIC ACKNOWLEDGMENT AND WAIVER OF LIABILITY
FIELD AND FACILITY PERMIT APPLICATION**

Background and Purpose

The Borough of Watchung and the Borough of Watchung Recreation Commission (hereinafter jointly and separately referred to herein as the "Borough of Watchung") offer use of its fields, parks and facilities to the public for a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter as the "Field and Facility Use"). The Borough of Watchung fields, parks and facilities are public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any individual or entity wishing to rent or otherwise utilize the fields, parks and facilities of the Borough of Watchung (the "Applicant") is required to complete, sign and return this PANDEMIC ACKNOWLEDGEMENT AND WAIVER OF LIABILITY. It shall be the sole responsibility of the Applicant for use of the Borough field, park and/or facility for any Field and Facility Use to obtain the required insurance policies as set forth in the Field and Facility Permit Application. Permission to access/rent any Borough of Watchung field, park or facility for a Field and Facility Use is expressly conditioned on such individual or entity completing this Pandemic Acknowledgment and Waiver of Liability. The individual or entity shall not permit any individual's participation or attendance in the Field and Facility Use without being included in this Pandemic Acknowledgement and Waiver of Liability.

Acknowledgement and Waiver

"I / WE" "ME / MY / OUR" shall mean one of the following:

- a. AN INDIVIDUAL: Name: Allisandra Lambing **OR**
- b. ORGANIZATION: Name: _____ **OR**
- c. CORPORATION or LLC: Name: _____

I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C") (collectively the "PANDEMIC ILLNESSES"); and the Borough of Watchung "COVID-19 Operational Plan."

I/WE further acknowledge that the Pandemic Illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons

BOROUGH OF WATCHUNG



RECREATION COMMISSION

in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that attending or participating in any Facility and Field Use on a Borough field, park or facility poses an inherent and heightened risk of exposure, infection and bodily injury from the PANDEMIC ILLNESSES regardless of preventative measures taken by the Borough of Watchung.

I/WE acknowledge and agree to voluntarily assume all risks that I/WE, and our participant(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any Facility and Field Use; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a Borough of Watchung field, park or facility may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough of Watchung's officials, officers, employees, and volunteers; and other participants/attendees of the Facility and Field Use.

I/WE, on behalf of ourselves, and our participant(s) the Facility and Field Use, voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any Facility and Field Use at a Borough of Watchung field, park or facility.

I/WE, on behalf of myself/ourselves, and the Facility and Field Use participant(s), HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND HOLD HARMLESS THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG RECREATION COMMISSION, AND EACH OF THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY FACILITY AND FIELD USE AT A BOROUGH OF WATCHUNG FIELD, PARK OR FACILITY.

By signing this agreement, I/WE further acknowledge that I/WE have read and discussed with the FACILITY AND FIELD USE PARTICIPANT(S) the provisions of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY and the dangers and risks associated with attending and/or participating in any Facility and Field Use at a Borough of Watchung field, park or facility; the PARTICIPANT(S) fully understand(s) and appreciate(s) these dangers and risks;

BOROUGH OF WATCHUNG



RECREATION COMMISSION

and the PARTICIPANT(S) voluntarily wishes to participate and otherwise attend the Facility and Field Use at a Borough of Watchung field, park or facility.

This ACKNOWLEDGMENT AND WAIVER OF LIABILITY does not supersede, circumvent, or cancel Borough of Watchung Recreation Department's Main Participation Agreement or Rules and Regulations.

If any part of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY is found by a court of competent jurisdiction to be invalid, the remainder of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

I/WE, have read and accept the terms and conditions of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and the PARTICIPANT(S) of the Facility and Field Use at a Borough of Watchung field, park or facility.

A. Lambing

05-07-2023

Authorized Signature

Date

Name of Organization, Corporation or other Entity

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology Insurance Associates InsureYourCompany.com 225 Gordons Corner Road 2B Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 E-MAIL ADDRESS: Ben@insureyourcompany.com FAX (A/C, No): (732) 862-1177
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 178511 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				EV113345	08/07/2023	08/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Summer Book Club for Kids Mobus Pavillion at 40 Brookdale Rd, Watchung NJ 07069. The Borough of Watchung is included as an Additional Insured on the General Liability coverage

CERTIFICATE HOLDER The Borough of Watchung 15 Mountain Blvd. Watchung NJ 07069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**BOROUGH OF WATCHUNG
RESOLUTION: R8**

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, "An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;" and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards in certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, Pursuant to Section 9 of P.L. 2021, c. 182, the State of New Jersey has allocated the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16). Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in appropriations to effectuate the purpose of the Act.

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development of the Lead Grant Assistance Program ("LGAP") for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, the Division of Local Government Services (DLGS), within DCA, administers the LGAP; and

WHEREAS, the LGAP exists to provide funding to help off-set the costs to municipalities to provide the required inspections at stipulated times of certain single-family, two-family, and multiple rental dwelling units for lead-based paint hazards, pursuant to P.L. 2021, c. 182; and

WHEREAS, an authorized municipal officer must execute the attached grant agreement in order to receive LGAP funding.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of The Borough of Watchung does hereby authorize Mayor Ronald Jubin to sign the attached grant agreement, and thus bind Watchung Borough to the grant agreement's terms in order to receive the \$600.00 grant from the DLGS;

Paul Fischer, Council Member

Ronald Jubin, Mayor

ADOPTED: MAY 18, 2023
INDEX: FINANC - MISC.
C: B. HANCE, DLGS

CERTIFICATION

I, Edith G. Gil, Municipal Clerk of the Borough of Watchung, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 18th day of May, 2023.

Edith G. Gil, Municipal Clerk

DRAFT



State of New Jersey
 DEPARTMENT OF COMMUNITY AFFAIRS
 101 SOUTH BROAD STREET
 PO Box 800
 TRENTON, NJ 08625-0800
 (609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

GRANT AGREEMENT

P.L. 2021, CHAPTER 182 LEAD GRANT ASSISTANCE PROGRAM

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

This grant agreement is entered into between the New Jersey Department of Community Affairs (hereafter referred to as "DCA") and Watchung Borough (hereafter referred to as "Grantee"). DCA and Watchung Borough may be referred to individually as "Party" and jointly as "Parties."

Grant Number _____

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing

DRAFT



- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, "An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;" and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, the inspection may consist of a visual inspection, or in the alternative through dust wipe sampling, depending upon the blood lead level of children six years of age or younger within the municipality; and

WHEREAS, the State of New Jersey, pursuant to Section 9 of P.L. 2021, c. 182, has, "appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16)." Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in funding to effectuate the purpose of the Act; and

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development the Lead Grant Assistance Program (“LGAP”) for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, DCA has determined that Grantee is eligible to receive [\$ _____] from the LGAP.

NOW, THEREFORE, pursuant to the terms of this grant agreement, DCA hereby grants [\$\$\$\$] to the Grantee to be used for the purposes described herein.

GENERAL

I. Grant Agreement Data

Grantee Information

1. Grantee’s Name:

Borough of Watchung

2. Grantee Address:

15 Mountain Boulevard
Watchung, NJ 07069

3. Financial Officer’s Name and Title:

William J. Hance, CFO/QPA

Grant Agency Information

1. Granting Agency Name:

New Jersey Department of Community Affairs
Division of Local Government Services

2. Granting Agency Address

101 South Broad Street
Trenton NJ 08625 -803

DRAFT

3. Grant Officer Name, Email Address and Phone Number

Tiziana Johnson, tiziana.johnson@dca.nj.gov, (609) 913- 4407

Grant Amount

Total amount of grant: \$600.00

State Account Number: 23-100-022-8020-304

I. Compliance with Existing Laws

- A. The Grantee, in order to permit DCA to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - i. Circular Letter 15-18-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - ii. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
- C. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

II. Bonding and Insurance

The Grantee must maintain in force for the term of this grant agreement all levels of minimum liability coverage required by law. The Grantee must provide proof of such coverage to DCA upon request.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract the administration of this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant agreement or with the express written approval of DCA. This does not prohibit a Grantee from using grant funds to pay for a lead evaluation contractor or enter into a shared services agreement, if permitted to do so under P.L. 2021, c. 182.

V. Availability of Funds

The Grantee shall recognize and agree that the funding under this grant agreement is expressly dependent upon the availability to DCA of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of DCA to make any payment under this grant agreement or to observe and perform any condition on its part to be performed under this grant agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of this grant agreement by DCA or an event of default under this grant agreement and DCA shall not be held liable for any breach of this grant agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DCA beyond the duration of the award period set forth in this grant agreement and in no event shall the this grant agreement be construed as a commitment by DCA to expend funds beyond the termination date set in this grant agreement.

VI. Special Grant Conditions For "High Risk" Grantees

A. If applicable, a Grantee may be considered "high risk" if DCA determines that a Grantee:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in Section VIII.
4. Has not conformed to terms and conditions of previous awards.

5. Is otherwise not responsible; and the DCA determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If DCA decides to impose such conditions, DCA will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by DCA and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, as required under N.J.A.C. 5:30, and will immediately notify DCA when the Grantee cannot comply with the requirements established in this Section of the grant agreement.
- B. If applicable, the Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:** Records that adequately identify the source and application of funds for DCA supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DCA.

5. **Allowable Cost:** Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:** Accounting records that are supported by source documentation.
 7. **Cash Management:** Procedures to minimize the time elapsing between the advance of funds from DCA and the disbursement by the Grantee, whenever funds are advanced by the DCA.
- C. DCA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If DCA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DCA upon written notice to the Grantee, until such time as the system meets with DCA approval.

VIII. Method of Payment

A one-time payment of \$ 600.00, will be made to the Grantee upon execution of this grant agreement.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for the implementation of P.L. 2021, c. 182. Such costs may include the following:

1. Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to Chapter 182 (including Lead Inspector/Risk Assessor training costs).
 - a. If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
2. Personnel costs attributable to lead-based paint hazard inspections by existing employees.
3. Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
4. Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

Non-permissible uses of the funding include but are not limited to:

1. Human Resource services for the hiring of lead inspectors.
2. Municipal building operating costs.
3. Municipal finance department staff costs for required reporting activities.
4. Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

B. Applicable Cost Principles

If applicable, for each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

X. Period of Availability of Funds

The grantee must expend the funds and provide reporting pursuant to Section XVIII of this grant agreement no later than January 15, 2024.

XI. Matching and Cost Sharing

If applicable, the Grantee shall be required to account to the satisfaction of the DCA for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XII. Program

A. If applicable, program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

1. All program income earned during grant period shall be retained by the Grantee.

XIII. Audit Requirements

This grant, if it meets or exceeds the threshold of \$750,000.00 in Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Revision and Modification

A. Deviations from the allowable costs provided in Section IX shall not be permitted at anytime, nor shall this grant agreement be modified or amended without the express authorization of DCA.

XV. Property Management Standards

Property acquired in whole or in part with Federal or DCA funds or whose cost was charged to a project supported by Federal or DCA funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to DCA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. If applicable, the Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform DCA of the following types of conditions which affect program objectives and performance as soon as they become known:
 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCA assistance required to resolve the situation.
- C. DCA may, at its discretion, make site visits to:
 1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.
 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVIII. Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- D. Extensions to reporting due dates may be granted upon written request to the Department of Community Affairs (DCA), Division of Local Government Services (DLGS).

- E. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to DCA pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of DCA's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. DCA reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for DCA access to such records in any grant with the Subgrantee.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless unless directed to extend the retention by DCA.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by DCA.
 - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by DCA.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of DCA.
- C. DCA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make

arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

A. Remedies for Noncompliance

If the Grantee materially fails to comply with the terms of this grant agreement, DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
3. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action against the Grantee, DCA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination: The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. Suspension: The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs: Disallowed costs are those charges to the grant which DCA or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. DCA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of this grant agreement. DCA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by DCA under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

C. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout: The closeout of a grant is the process by which the DCA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion: The date when all grant funding has been expended, and the Grantee has provided the required reporting pursuant to Section XVIII of this grant agreement, to the satisfaction and approval of DCA.
- B. The Grantee shall submit reports as prescribed by the timeframes set forth in Sections X and XVIII of this grant agreement upon completion of the grant period or termination of the grant.
 - C. The Grantee will, together with the submission of the report, refund to DCA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by DCA to be retained.
 - D. If applicable, in the event a final audit has not been performed prior to the closeout of the grant, DCA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DRAFT

DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By: _____ (signature) (authorized delegate)

Ronald Jubin _____ (print name)

Mayor _____ (print title)

Date: _____

For DCA:

By: _____ (signature)

(Commissioner or authorized delegate)

Jacquelyn A. Suárez _____ (print name)

Director _____ (print title)

Date: _____

DRAFT

**BOROUGH OF WATCHUNG
RESOLUTION: R9**

WHEREAS, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b)(1-9)) permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Governing Body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung, County of Somerset, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the closed session of May 18, 2023.
2. The general nature of the subject matters to be discussed are Contract Negotiations and Personnel Matters involving 18 Drift Road and the Borough Clerk.
3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

Christine B. Ead, Council President

Ronald Jubin, Mayor

ADOPTED: MAY 18, 2023
INDEX: MISC.
C: